United States Treaties and Other International Agreements

United States Treaties and Other International Agreements

VOLUME 35

IN SIX PARTS

Part 5

1983–1984

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The Act approved September 23, 1950, Ch. 1001, §2, 64 Stat. 979,1 U.S.C. §112a, provides in part as follows:

". . . United States Treaties and Other International Agreements shall be legal evidence of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and agreements, therein contained, in all the courts of the United States, the several States, and the Territories and insular possessions of the United States.

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NORWAY

Atomic Energy: Peaceful Uses of Nuclear Energy

Revised agreement signed at Oslo January 12, 1984;
Entered into force July 2, 1984.
With annex and agreed minute.

REVISED AGREEMENT FOR COOPERATION

BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF NORWAY

CONCERNING

PEACEFUL USES OF NUCLEAR ENERGY

The Government of the United States of America and the Government of Norway,

Mindful that both the United States of America and Norway are parties to the Treaty on the Non-Proliferation of Nuclear Weapons ("NPT");[1]

Reaffirming their commitment to ensuring that the international development and use of nuclear energy for peaceful purposes are carried out under arrangements which will to the maximum possible extent further the objectives of the NPT;

Affirming their support of the objectives of the

[1] TIAS 6839; 21 UST 483.

International Atomic Energy Agency ("IAEA") and their desire to promote universal adherence to the NPT;

Considering their close cooperation in the development, use and control of peaceful uses of nuclear energy pursuant to the Agreement for Cooperation Between the Government of the United States of America and the Government of Norway Concerning Civil Uses of Atomic Energy, signed May 4, 1967, as amended;[1]

Desiring to continue and expand their cooperation in this field; and

Mindful that peaceful nuclear activities must be undertaken with a view to protecting the international environment from radioactive, chemical and thermal contamination;

Have agreed to revise the Agreement for Cooperation, signed May 4, 1967, to read as follows:

Article 1

Scope of Cooperation

1. The United States of America and Norway shall cooperate in the use of nuclear energy for peaceful purposes in accordance with the provisions of this

[1] TIAS 6260, 6849; 18 UST 531; 21 UST 817.

agreement and their applicable treaties, national laws, regulations and license requirements.

2. Transfers of information, material, equipment and components under this agreement may be undertaken directly between the parties or through authorized persons. Such transfers shall be subject to this agreement and to such additional terms and conditions as may be agreed by the parties.

3. Material, equipment and components transferred from the territory of one party to the territory of the other party for peaceful purposes, whether directly or through a third country, will be regarded as having been transferred pursuant to the agreement only upon confirmation, by the appropriate Government authority of the recipient party to the appropriate Government authority of the supplier party, that such material, equipment or components shall be subject to the agreement.

Article 2

Definitions

For the purposes of this agreement:

(a) "Byproduct material" means any radioactive material (except special nuclear material) yielded in or made radioactive by exposure

to the radiation incident to the process of producing or utilizing special nuclear material;

(b) "Component" means a component part of equipment or other item, so designated by agreement of the parties;

(c) "Equipment" means any production or utilization facility (including uranium enrichment and nuclear fuel reprocessing facilities), or any facility for the production of heavy water or the fabrication of nuclear fuel containing plutonium, or any other item so designated by agreement of the parties;

(d) "High enriched uranium" means uranium enriched to twenty percent or greater in the isotope 235;

(e) "Low enriched uranium" means uranium enriched to less than twenty percent in the isotope 235;

(f) "Major critical component" means any part or group of parts essential to the operation of a sensitive nuclear facility;

(g) "Material" means source material, special nuclear material or byproduct material,

radioisotopes other than byproduct material, moderator material, or any other such substance so designated by agreement of the parties;

(h) "Moderator material" means heavy water, or graphite or beryllium of a purity suitable for use in a reactor to slow down high velocity neutrons and increase the likelihood of further fission, or any other such material so designated by agreement of the parties;

(i) "Parties" means the Government of the United States of America and the Government of Norway;

(j) "Peaceful purposes" include the use of information, material, equipment and components in such fields as research, power generation, medicine, agriculture and industry but do not include use in, research on or development of any nuclear explosive device, or any military purpose;

(k) "Person" means any individual or any entity subject to the jurisdiction of either party but does not include the parties to this agreement;

(l) "Previous agreement" means the Agreement for Cooperation Between the Government of the

United States of America and the Government of Norway Concerning Civil Uses of Atomic Energy, signed May 4, 1967, as amended;

(m) "Production facility" means any nuclear reactor designed or used primarily for the formation of plutonium or uranium 233, any facility designed or used for the separation of the isotopes of uranium or plutonium, any facility designed or used for the processing of irradiated material containing special nuclear material, or any other item so designated by agreement of the parties;

(n) "Reactor" means any apparatus, other than a nuclear weapon or other nuclear explosive device, in which a self-sustaining fission chain reaction is maintained by utilizing uranium, plutonium or thorium, or any combination thereof;

(o) "Sensitive nuclear facility" means any facility designed or used primarily for uranium enrichment, reprocessing of nuclear fuel, heavy water production, or fabrication of nuclear fuel containing plutonium;

(p) "Sensitive nuclear technology" means any information (including information incorporated

in equipment or an important component) which is not in the public domain and which is important to the design, construction, fabrication, operation or maintenance of any sensitive nuclear facility, or other such information which may be so designated by agreement of the parties;

(q) "Source material" means (i) uranium, thorium, or any other material so designated by agreement of the parties, or (ii) ores containing one or more of the foregoing materials, in such concentration as the parties may agree from time to time;

(r) "Special nuclear material" means (i) plutonium, uranium 233, or uranium enriched in the isotope 235, or (ii) any other material so designated by agreement of the parties; and

(s) "Utilization facility" means any reactor, other than one designed or used primarily for the formation of plutonium or uranium 233, as well as pressure vessels designed to contain the core of such a facility and primary coolant pumps, fuel charging or discharging machines or control rods for such a facility, or any other item so designated by agreement of the parties.

Article 3

Transfer of Information

1. Information concerning the use of nuclear energy for peaceful purposes may be transferred. Transfers of information may be accomplished through various means, including reports, data banks, computer programs, conferences, visits and assignments of staff to facilities. Fields which may be covered include, but shall not be limited to, the following:

(a) development, design, construction, operation, maintenance and use of research, materials testing, experimental, demonstration power, and power reactors and reactor experiments;

(b) the use of material in physical and biological research, medicine, agriculture and industry;

(c) fuel cycle studies of ways to meet future worldwide peaceful nuclear needs, including multilateral approaches to guaranteeing nuclear fuel supply and appropriate techniques for management of nuclear wastes;

(d) safeguards and physical security of materials, equipment and components;

(e) health, safety and environmental considerations related to the foregoing; and

(f) assessing the role nuclear power may play in national energy plans.

2. This agreement does not require the transfer of any information which the parties are not permitted to transfer.

3. The United States shall not transfer Restricted Data, as defined in its Atomic Energy Act of 1954, as amended,[1] under this agreement.

4. Sensitive nuclear technology shall not be transferred under this agreement unless provided by an amendment to this agreement.

Article 4

Transfer of Material, Equipment and Components

1. Material, equipment and components may be transferred for applications consistent with this agreement. The United States shall endeavor to take such actions as necessary and feasible to ensure a reliable supply of nuclear fuel to Norway, including the export of material on a timely basis and the availability of the capacity to carry out this undertaking during the period of this agreement.

[1] 68 Stat. 919; 42 U.S.C. 2011 *et seq.*

2. Low enriched uranium may be transferred in such quantities as are required for use as fuel in reactor experiments and in reactors, for conversion or fabrication, or for such other purposes, including reasonable stockpiling, as may be agreed by the parties.

3. Special nuclear material other than low enriched uranium and material contemplated under paragraph 6 may, if the parties agree, be transferred for specified applications where technically and economically justified or where justified for the development and demonstration of reactor fuel cycles to meet energy security and non-proliferation objectives.

4. The quantity of special nuclear material other than low enriched uranium transferred under this agreement shall not at any time be in excess of the quantity the parties agree is necessary for any of the following purposes: the use in reactor experiments or loading of reactors, the efficient and continuous conduct of such reactor experiments or operation of such reactors, conversion or fabrication, and the accomplishment of other purpose as may be agreed by the parties. If high enriched uranium in excess of the quantity required for these purposes exists in Norway, the United States

shall have the right to require the return of any high enriched uranium transferred pursuant to this agreement (including irradiated high enriched uranium) which contributes to this excess. If the United States exercises this right,

(a) it shall, after removal of such material from the territory of Norway, reimburse Norway for the fair market value of such material; and

(b) the parties shall make appropriate commercial arrangements which shall not be subject to any further agreement between the parties as otherwise contemplated under articles 5 and 6.

5. Any high enriched uranium transferred pursuant to this agreement shall not be at a level of enrichment in the isotope 235 in excess of levels to which the parties agree are necessary for the purposes described in paragraph 4.

6. Small quantities of special nuclear material may be transferred for use as samples, standards, detectors, targets and for such other purposes as the parties may agree. Transfers pursuant to this paragraph shall not be subject to the quantity limitations in paragraph 4.

7. Sensitive nuclear facilities and major critical components shall not be transferred under this agreement unless provided by an amendment to this agreement.

Article 5

Storage and Retransfers

1. Material transferred pursuant to this agreement and material used in or produced through the use of any material or equipment transferred pursuant to this agreement may be stored by either party, except that each party guarantees that such plutonium or uranium 233 (except as contained in irradiated fuel elements) or high enriched uranium, over which it has jurisdiction, shall only be stored in a facility which the parties agree meets criteria to be established in advance by the parties.

2. Material, equipment or components transferred pursuant to this agreement and any special nuclear material produced through the use of any such material or equipment may be transferred by the recipient party, except that such party guarantees that any such material, equipment, components or special nuclear material, over which it has jurisdiction, shall not be transferred to unauthorized persons or, unless the parties agree, beyond its territorial jurisdiction.

Article 6

Reprocessing and Enrichment

1. Each party guarantees that material transferred to and under its jurisdiction pursuant to this agreement and material used in or produced through the use of any material or equipment transferred to and under its jurisdiction pursuant to this agreement shall not be reprocessed unless the parties agree.

2. Each party guarantees that any plutonium, uranium 233, high enriched uranium or irradiated source or special nuclear material transferred to and under its jurisdiction pursuant to this agreement, or produced through the use of any material or equipment transferred to and under its jurisdiction pursuant to this agreement, shall not be altered in form or content, except by irradiation or further irradiation, unless the parties agree.

3. Each party guarantees that uranium transferred to and under its jurisdiction pursuant to this agreement, and uranium used in any equipment so transferred and under its jurisdiction, shall not be enriched after transfer to twenty percent or greater in the isotope 235 unless the parties agree.

Article 7

Physical Security

1. Each party guarantees that adequate physical security shall be maintained with respect to any material and equipment transferred to and under its jurisdiction pursuant to this agreement and with respect to any special nuclear material used in or produced through the use of any material or equipment transferred to and under its jurisdiction pursuant to this agreement.

2. The parties agree to the levels for the application of physical security set forth in the Annex and, in accordance with such levels, to maintain adequate physical security measures which shall as a minimum provide protection comparable to the recommendations set forth in IAEA document INFCIRC/225/Rev. 1 concerning the physical protection of nuclear material, or in any revision of that document agreed to by the parties. In the event of any such revision, the levels in the Annex may be modified as the parties may agree.

3. The adequacy of physical security measures maintained pursuant to this article shall be subject to review and consultation by the parties periodically and whenever either party is of the view that

revised measures may be required to maintain adequate physical security.

4. Each party shall identify those agencies or authorities having responsibility for ensuring that levels of physical security are adequately met and having responsibility for coordinating response and recovery operations in the event of unauthorized use or handling of material subject to this article. Each party shall also designate points of contact within its national authorities to cooperate on matters of out-of-country transportation and other matters of mutual concern.

5. This article shall be implemented in such a manner as to avoid hampering, delay or undue interference in the parties' nuclear activities and so as to be consistent with prudent management practices required for the economic and safe conduct of their nuclear programs.

Article 8

No Explosive or Military Application

Each party guarantees that no material, equipment or components transferred to and under its jurisdiction pursuant to this agreement and no material used in or produced through the use of any such material, equipment or components so

transferred to and under its jurisdiction shall be used for any nuclear explosive device, for research on or development of any nuclear explosive device, or for any military purpose.

Article 9

Safeguards

1. Cooperation under this agreement shall require the application of IAEA safeguards with respect to all nuclear activities within the territory of Norway, under its jurisdiction or carried out under its control anywhere. Implementation of the safeguards agreement pursuant to article III(4) of the NPT, referred to in paragraph 2, shall be considered to fulfill the requirement stated in the foregoing sentence.

2. Source and special nuclear material transferred to Norway pursuant to this agreement and any source or special nuclear material used in or produced through the use of any material, equipment or components so transferred shall be subject to safeguards in accordance with the Agreement Between Norway and the International Atomic Energy Agency for the Application of Safeguards in Connection with the Treaty on the Non-Proliferation of Nuclear Weapons, signed on March 1, 1972.

3. Source and special nuclear material transferred to the United States pursuant to this agreement and any source or special nuclear material used in or produced through the use of any material, equipment or components so transferred shall be subject to the provisions of the Agreement Between the United States of America and the International Atomic Energy Agency for the Application of Safeguards in the United States, signed on November 18, 1977.[1]

4. If the United States of America or Norway becomes aware of circumstances which demonstrate that the IAEA for any reason is not or will not be applying safeguards in accordance with the agreement as provided for in paragraph 2, to ensure effective continuity of safeguards the parties shall immediately enter into arrangements which conform with IAEA safeguards principles and procedures and with the coverage required by that paragraph and which provide assurance equivalent to that intended to be secured by the system they replace.

5. Each party guarantees it shall take such measures as are necessary to maintain and facilitate the application of safeguards provided for under this article.

[1] TIAS 9889; 32 UST 3059.

6. Norway shall establish and maintain a system of accounting for and control of all source and special nuclear material under its jurisdiction, the procedures of which shall be comparable to those set forth in IAEA document INFCIRC/153 (corrected), or in any revision of that document agreed to by the parties.

7. Upon the request of either party, the other party shall report or permit the IAEA to report to the requesting party on the status of all inventories of any source and special nuclear material subject to this agreement and any other material transferred pursuant to this agreement.

8. The provisions of this article shall be implemented in such a manner as to avoid hampering, delay or undue interference in the parties' nuclear activities and so as to be consistent with prudent management practices required for the economic and safe conduct of their nuclear programs.

Article 10

Multiple Supplier Controls

If an agreement between either party and another nation or group of nations provides such other nation or group of nations rights equivalent to any or all of those set forth under articles 5,

6, or 7 with respect to material, equipment or components subject to this agreement, the parties may, upon the request of either of them, agree that the implementation of any such rights will be accomplished by such other nation or group of nations.

Article 11

Cessation of Cooperation

1. If either party at any time following entry into force of this agreement

(a) does not comply with the provisions of articles 5, 6, 7, 8 or 9, or

(b) terminates, abrogates or materially violates a safeguards agreement with the IAEA,

the other party shall have the rights to cease further cooperation under this agreement and to require the return of any material, equipment or components transferred under this agreement and any special nuclear material produced through their use.

2. If Norway at any time following entry into force of this agreement detonates a nuclear explosive device, the United States shall have the same

rights as specified in paragraph 1.

3. If either party exercises its rights under this article to require the return of any material, equipment or components, it shall, after removal from the territory of the other party, reimburse the other party for the fair market value of such material, equipment or components. If this right is exercised, the parties shall make such other appropriate arrangements as may be required which shall not be subject to any further agreement between the parties as otherwise contemplated under articles 5 and 6.

Article 12

Previous Agreement Terminated

1. The Agreement for Cooperation Between the Government of the United States of America and the Government of Norway Concerning Civil Uses of Atomic Energy signed on May 4, 1967, as amended, shall terminate on the date this revised agreement enters into force.

2. Cooperation initiated under the previous agreement shall continue in accordance with the provisions of this revised agreement. The provisions of this agreement shall apply to material and equipment subject to the previous agreement.

Article 13

Consultations, Confidentiality, and Environmental Protection

1. The parties undertake to consult at the request of either party regarding the implementation of this agreement and the development of further cooperation in the field of peaceful uses of nuclear energy.

2. The parties shall take every precaution to protect any information which comes to their knowledge in the implementation of this agreement and which, at the time of transfer or receipt, is designated by the supplier party to be proprietary or confidential.

3. The parties shall consult, with regard to activities under this agreement, to identify the international environmental implications arising from such activities and shall cooperate in protecting the international environment from radioactive, chemical and thermal contamination arising from peaceful nuclear activities under this agreement and in related matters of health and safety.

Article 14

Amendment

This agreement may be amended at any time by agreement of the parties and in accordance with their applicable requirements.

Article 15

Entry into Force and Duration

1. This agreement shall enter into force on the date on which the parties exchange diplomatic notes informing each other that they have complied with all applicable requirements for its entry into force,[1] and shall remain in force for a period of thirty (30) years. This term may be extended for such additional periods as may be agreed between the parties in accordance with their applicable requirements.

2. Notwithstanding the suspension, termination or expiration of this agreement or any cooperation hereunder for any reason, articles 5, 6, 7, 8, 9 and 11 shall continue in effect so long as any material, equipment or components subject to these articles remain in the territory of the party concerned or under its jurisdiction or control anywhere, or until such time as the parties agree that such material, equipment or components are no longer useable for any nuclear activity relevant

[1] July 2, 1984.

from the point of view of safeguards.

IN WITNESS WHEREOF the undersigned, being fully authorized, have signed this agreement.

Done at Oslo, this 12th day of January 1984, in duplicate, in the English and Norwegian languages, both equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Mark Evans Austad [1]

FOR THE GOVERNMENT OF NORWAY:

Svenn Stray [2]

1 Mark Evans Austad.
2 Svenn Stray.

ANNEX

Pursuant to paragraph 2 of article 7, the agreed levels of physical security to be ensured by the competent national authorities in the use, storage and transportation of the materials listed in the attached table shall as a minimum include protection characteristics as below.

Category III

Use and storage within an area to which access is controlled.

Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient States, respectively, in case of international transport specifying time, place and procedures for transferring transport responsibility.

Category II

Use and storage within a protected area to which access is controlled, i.e., an area under constant surveillance by guards or electronic devices, surrounded by a physical barrier with a limited

number of points of entry under appropriate control, or any area with an equivalent level of physical protection.

Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient States, respectively, in case of international transport, specifying time, place and procedures for transferring transport responsibility.

Category I

Material in this category shall be protected with highly reliable systems against unauthorized use as follows.

Use and storage within a highly protected area, i.e., a protected area as defined for category II above, to which, in addition, access is restricted to persons whose trustworthiness has been determined, and which is under surveillance by guards who are in close communication with appropriate response forces. Specific measures taken in this context should have as their objective the detection and prevention of any assault, unauthorized access or unauthorized removal of material.

Transportation under special precautions as identified above for transportation of categories II and III materials and, in addition under constant surveillance by escorts and under conditions which assure close communication with appropriate response forces.

TIAS 10979

TABLE:

CATEGORIZATION OF NUCLEAR MATERIAL c)

Material	Form	Category I	Category II	Category III
1. Plutonium a),f)	Unirradiated b)	2 kg or more	Less than 2 kg but more than 500 g	500 g or less c)
2. Uranium-235 d)	Unirradiated b)			
	- uranium enriched to 20% 235 U or more	5 kg or more	Less than 5 kg but more than 1 kg	1 kg or less c)
	- uranium enriched to 10% 235 U but less than 20%	-	10 kg or more	Less than 10 kg c)
	- uranium enriched above natural, but less than 10% 235 U	-	-	10 kg or more
3. Uranium-233	Unirradiated b)	2 kg or more	Less than 2 kg but more than 500 g	500 g or less c)

a All plutonium except that with isotopic concentration exceeding 80 percent in plutonium-238.

b Material not irradiated in a reactor or

material irradiated in a reactor but with a radiation level equal to or less than 100 rads/hour at one meter unshielded.

c Less than a radiologically significant quantity should be exempted.

d Natural uranium, depleted uranium and thorium and quantities of uranium enriched to less than 10 percent not falling in Category III should be protected in accordance with prudent management practice.

e Irradiated fuel should be protected as Category I, II or III nuclear material depending on the category of the fresh fuel. However, fuel which by virtue of its original fissile material content is included as Category I or II before irradiation should only be reduced one Category level, while the radiation level from the fuel exceeds 100 rads/h at one meter unshielded.

f The State's competent authority should determine if there is a credible threat to disperse plutonium malevolently. The State should then apply physical protection requirements for Category I, II or III of nuclear material, as it deems appropriate and without regard

to the plutonium quantity specified under each category herein, to the plutonium isotopes in those quantities and forms determined by the State to fall within the scope of the credible dispersal threat.

AGREED MINUTE

During the negotiation of the proposed Revised Agreement for Cooperation Between the Government of the United States of America and the Government of Norway Concerning Peaceful Uses of Nuclear Energy ("agreement") signed today, the following understandings, which shall be an integral part of the agreement, were reached.

Coverage of Agreement

For the purposes of implementing the rights specified in articles 5, 6, and 7 with respect to special nuclear material produced through the use of material transferred pursuant to the agreement and not used in or produced through the use of equipment transferred pursuant to the agreement, such rights shall in practice be applied to that proportion of special nuclear material produced which represents the ratio of transferred material used in the production of the special nuclear material to the total amount of material so used, and similarly for subsequent generations.

With reference to Article 8 it is understood that "military purpose" does not include power to a military base drawn from the civil power network or production of radioisotopes to be used for

diagnosis in a military hospital.

Previous Cooperation

It is noted that article 3 does not alter the practice of mutually beneficial information sharing that has developed between the two countries and that will be continued and, as the parties may agree, strengthened.

With respect to paragraph 2 of article 12, in order to facilitate the application of the provisions of this agreement to material and equipment subject to the previous agreement, the parties shall establish a list of such material and equipment.

Storage

Concerning paragraph 1 of article 5, the parties note that, in practice, agreement of the parties would be reflected in authorizations for the transfer of material under the agreement for specified applications and that this provision would otherwise be exercised with respect to such material only in the event a party wished to store such material at facilities other than originally specified.

Spent Fuel Disposition

The parties note their common interest in ensuring that their nuclear cooperation promotes the energy security of each party and their mutual non-proliferation objectives. In this regard, the parties agree that material subject to articles 5 and 6 may be transferred by Norway to the United Kingdom or France and reprocessed at the Sellafield or La Hague reprocessing facilities, subject to the following conditions:

(1) Norway shall keep records of any such transfers and shall upon shipment notify the United States of each transfer;

(2) Prior to any such transfer, Norway shall confirm to the United States that the material to be transferred will be held within Euratom subject to the applicable agreement for cooperation between the United States and Euratom;[1]

(3) Norway shall retain legal control over any plutonium separated as a result of any such transfer and shall obtain the prior agreement of the United States for the transfer of the plutonium to Norway or any other country and for any use of the plutonium.

[1] TIAS 4173, 4650, 5103, 5104, 5444, 7566; 10 UST 75; 11 UST 2589; 13 UST 1403, 1439; 14 UST 1459; 24 UST 472.

The foregoing understandings concerning fuel disposition may be terminated in whole or in part, if either party considers that exceptional circumstances of concern from a non-proliferation or security standpoint so require; to the extent time and circumstances permit, the parties will consult prior to any such termination. Such circumstances include, but are not limited to, a determination by either party that the foregoing understandings cannot be continued without a significant increase of the risk of proliferation or without jeopardizing its national security.

These understandings concerning spent fuel disposition do not limit the right of the parties to agree to other activities envisaged in articles 5 and 6.

OECD Halden Reactor Project

The parties note the longstanding support of the United States for the OECD Halden Reactor Project, including arrangements for the test irradiation and analysis of United States fuel assemblies in connection with United States reactor safety research. The parties confirm that in any cases where the United States has authorized material to be transferred to Norway under the agreement for specified purposes, which in any particular

case include irradiation in the Halden Reactor and the alteration in Norway of such material in form or content, no further agreement would be required pursuant to paragraph 2 of article 6 for such analysis of the material concerned. In any other situations not covered by the preceding sentence, the United States would give favorable consideration to proposals by Norway pursuant to paragraph 2 of article 6 that the parties agree to alteration of material under the fuel analysis program in Norway in connection with the Halden Reactor Project.

The parties also confirm that, notwithstanding the provisions of paragraph 2 of article 12, moderator material transferred to Norway under the previous agreement for use in the OECD Halden Reactor Project, and special nuclear material produced through its use and not through the use of special nuclear material transferred pursuant to the agreement, shall be subject only to articles 7, 8, and 9 and that such moderator material shall not be transferred to unauthorized persons or, unless the parties agree, beyond the territorial jurisdiction of Norway.

Safeguards

If either party becomes aware of circumstances referred to in paragraph 4 of article 9 requiring

the parties immediately to enter into arrangements referred to in that paragraph, the United States shall have the rights listed below. These rights shall be suspended if the United States agrees that the need to exercise such rights is being satisfied by the application of IAEA safeguards under arrangements pursuant to paragraph 4 of article 9.

(1) To review in a timely fashion the design of any equipment transferred pursuant to the agreement, or of any facility which is to use, fabricate, process, or store any material so transferred or any special nuclear material used in or produced through the use of such material or equipment;

(2) To require the maintenance and production of records and of relevant reports for the purpose of assisting in ensuring accountability for material transferred pursuant to the agreement and any source material or special nuclear material used in or produced through the use of any material, equipment or components so transferred;

(3) To designate personnel acceptable to Norway who shall have access to all places and data necessary to account for the material in

paragraph (2), to inspect any equipment or facility referred to in paragraph (1), and to install any devices and make such independent measurements as may be deemed necessary to account for such material. Norway shall not unreasonably withhold its acceptance of personnel designated by the United States under this paragraph. Such personnel shall, if either party so requests, be accompanied by personnel designated by Norway.

With reference to article 9, it is confirmed that design information relevant to safeguards for new equipment required to be safeguarded under the agreement shall be provided in a timely fashion to the IAEA upon its request.

The parties confirm that paragraph 1 of article 9 does not in any way alter Norway's commitment under the agreement referred to in paragraph 2 of article 9 or the implementation of that agreement.

With further reference to article 9, it is understood that the agreement does not affect the rights or obligations of the United States or the IAEA pursuant to the agreement referred to in paragraph 3 of article 9 or the implementation of that agreement.

Administrative Arrangements

The appropriate Government authorities of both parties may establish administrative arrangements to ensure the effective implementation of the agreement. Such administrative arrangements may be changed by agreement between the appropriate Government authorities of the parties.

Consultations

The parties shall consult periodically or at the request of either party on ways in which their mutual non-proliferation and nuclear energy objectives can best be served. Each party shall endeavor to avoid taking any actions that significantly alter the basis for cooperation under the agreement. However, if either party were to undertake any such actions, it shall endeavor to inform the other party in advance.

REVIDERT SAMARBEIDSAVTALE

mellom

AMERIKAS FORENTE STATERS REGJERING

og

NORGES REGJERING

om

FREDELIG UTNYTTELSE AV ATOMENERGI

Amerikas forente staters Regjering og Norges Regjering,

Som er oppmerksom på at både De forente stater og Norge er parter i traktaten om ikke-spredning av kjernefysiske våpen ("NPT");

Som på ny bekrefter sin forpliktelse til å sikre at den internasjonale utvikling og utnyttelse av atomenergi til fredelige formål finner sted i samsvar med ordninger som i størst mulig utstrekning vil fremme målsettingene i NPT;

Som bekrefter sin støtte til Det internasjonale

atomenergibyrås ("IAEAs") målsettinger og sitt ønske om å fremme allmenn tilslutning til NPT;

Som tar i betraktning sitt nære samarbeid i utviklingen, bruken og kontrollen av fredelig utnyttelse av atomenergi i henhold til Samarbeidsavtalen mellom Amerikas forente staters Regjering og Norges Regjering om fredelig utnyttelse av atomenergien, som ble undertegnet 4. mai 1967, med endringer;

Som ønsker å fortsette og utvide sitt samarbeid på dette området; og

Som er oppmerksom på at fredelig atomvirksomhet må gjennomføres med henblikk på å beskytte det internasjonale miljøet mot radioaktiv, kjemisk og varmeforurensning;

Er blitt enige om å revidere Samarbeidsavtalen, som ble undertegnet 4. mai 1967, slik at den lyder som følger:

Artikkel 1

Samarbeidets rekkevidde

1. De forente stater og Norge skal samarbeide om utnyttelsen av atomenergi til fredelige formål i samsvar med bestemmelsene i denne avtalen og deres

gjeldende traktater, nasjonale lover, forskrifter og løyvebetingelser.

2. Overføringer av opplysninger, materiale, utstyr og komponenter i henhold til denne avtale kan foretas direkte mellom partene eller gjennom autoriserte personer. Slike overføringer skal være underlagt denne avtale og slike tilleggsvilkår og -betingelser som måtte bli avtalt mellom partene.

3. Materiale, utstyr og komponenter som blir overført fra den ene parts territorium til den andre parts territorium til fredelige formål, enten direkte eller gjennom et tredjeland, vil bli ansett som overført i henhold til avtalen kun etter at vedkommende regjeringsmyndigheter hos mottakerparten har bekreftet overfor vedkommende regjeringsmyndigheter hos leveringsparten at slikt materiale, utstyr eller komponenter skal være underlagt avtalen.

Artikkel 2

Definisjoner

For denne avtales formål:

(a) betyr "Biprodukt" et hvilket som helst radioaktivt materiale (unntatt særlig spaltbart materiale) produsert eller gjort radioaktivt

ved bestråling i forbindelse med produksjon eller utnyttelse av særlig spaltbart materiale;

(b) betyr "Komponent" en bestanddel av utstyr eller annen gjenstand, som partene er blitt enige om å kalle "komponent";

(c) betyr "Utstyr" ethvert fremstillings- eller utnyttelsesanlegg (inkludert urananrikningsog kjernebrenselsregenereringsanlegg), eller ethvert anlegg for fremstilling av tungtvann eller fabrikasjon av kjernebrensel som inneholder plutonium, eller enhver annen gjenstand som partene er enige om å kalle for "utstyr";

(d) betyr "Høyanriket uran" uran som er anriket med inntil tjue prosent eller mer på isotopen 235;

(e) betyr "Lavanriket uran" uran som er anriket med mindre enn tjue prosent på isotopen 235;

(f) betyr "Hovedkomponent" enhver del eller gruppe av deler som er av vesentlig betydning for driften av et sensitivt atomanlegg;

(g) betyr "Materiale" utgangsmateriale, særlig spaltbart materiale eller biprodukt, radioisotoper

utenom biprodukt, moderatormateriale, eller ethvert annet slikt stoff som partene er enige om å kalle "materiale";

(h) betyr "Moderatormateriale" tungtvann, eller grafitt eller beryllium med en renhet som egner seg til bruk i en reaktor for å bremse de hurtige nøytroner og øke sannsynligheten for ytterligere spaltning, eller ethvert annet slikt materiale som partene er enige om å kalle "moderatormateriale";

(i) betyr "Partene" Amerikas forente staters Regjering og Norges Regjering;

(j) omfatter "Fredelige formål" bruken av opplysninger, materiale, utstyr og komponenter på slike områder som forskning, kraftfremstilling, medisin, landbruk og industri, men ikke bruk i, forskning om, eller utvikling av noen kjernefysisk sprenginnretning, eller noen militære formål;

(k) betyr "Person" enhver enkeltperson eller ethvert selvstendig organ som er underlagt en av partenes jurisdiksjon, men det omfatter ikke partene i denne avtale;

(l) betyr "Tidligere avtale" Avtalen om samarbeid

mellom Amerikas forente staters Regjering og Norges Regjering om fredelig utnyttelse av atomenergien, som ble undertegnet 4. mai 1967, med endringer;

(m) betyr "Fremstillingsanlegg" enhver atomreaktor som hovedsakelig er konstruert eller blir nyttet til dannelse av plutonium eller uran-233, ethvert anlegg som er konstruert eller blir nyttet til separasjon av uran- eller plutoniumisotoper, ethvert anlegg som er konstruert eller blir nyttet til behandling av bestrålt materiale som inneholder særlig spaltbart materiale, eller ethvert annet anlegg som partene er enige om å kalle "fremstillingsanlegg";

(n) betyr "Reaktor" ethvert apparat, utenom et atomvåpen eller en annen kjernefysisk sprenginnretning, der det foregår en kjedereaksjon som holder seg selv ved like ved spalting av uran, plutonium eller torium, eller enhver kombinasjon av disse;

(o) betyr "Sensitivt atomanlegg" ethvert anlegg som hovedsakelig er konstruert eller blir nyttet til urananrikning, regenerering av kjernebrensel, tungtvannsproduksjon, eller fremstilling av kjernebrensel som inneholder

plutonium;

(p) betyr "Sensitiv atomteknologi" enhver opplysning (herunder opplysninger som inngår i utstyr eller en viktig komponent) som ikke er offentlig tilgjengelig og som er av betydning for konstruksjonen, byggingen fabrikasjonen, driften eller vedlikeholdet av ethvert sensitivt atomanlegg, eller annen slik opplysning som partene er enige om å kalle "sensitiv atomteknologi";

(q) betyr "Utgangsmateriale" (i) uran, torium eller ethvert annet materiale som partene er enige om å kalle "utgangsmateriale", eller (ii) malm som inneholder et eller flere av de forannevnte materialer, i en slik konsentrasjon som partene til enhver tid matte avtale;

(r) betyr "Særlig spaltbart materiale" (i) plutonium, uran-233, eller uran anriket på isotopen 235, eller (ii) ethvert annet materiale som partene er enige om å kalle "særlig spaltbart materiale"; og

(s) betyr "Utnyttelsesanlegg" enhver reaktor, utenom en som hovedsakelig er konstruert eller blir nyttet til produksjon av plutonium eller uran-233, så vel som trykktanker som er

konstruert for å inneholde kjernen i et slikt anlegg og hovedkjølepumper, ladnings- og utladningsmaskiner for brensel, eller styrestaver for et slikt anlegg, eller ethvert annet anlegg som partene er enige om å kalle "utnyttelsesanlegg".

Artikkel 3

Overføring av opplysninger

1. Opplysninger vedrørende utnyttelsen av atomenergi til fredelige formål kan overføres. Overføringer av opplysninger kan gjennomføres ved hjelp av ulike midler, herunder rapporter, databanker, dataprogrammer, konferanser, besøk og oppnevning av personale til anlegg. Områder som kan dekkes omfatter, men skal ikke begrenses til, følgende:

(a) utvikling, konstruksjon, bygging, drift, vedlikehold og bruk av forskningsreaktorer, materialprøvingsreaktorer, eksperimentelle reaktorer, demonstrasjonskraftreaktorer, kraftreaktorer og reaktoreksperimenter;

(b) bruken av materiale i fysisk og biologisk forskning, medisin, landbruk og industri;

(c) brenselkretsløpsstudier av måter å dekke

fremtidige globale fredelige atomenergibehov på, herunder multilaterale tiltak for å sikre tilførsler av atombrensel og hensiktsmessige teknikker for håndtering av atomavfall;

(d) sikkerhetskontroll og fysisk sikring av materialer, utstyr og komponenter;

(e) helse-, sikkerhets- og miljøhensyn i tilknytning til det foregående; og

(f) vurdering av den rolle atomkraft kan komme til å spille i nasjonale energiplaner.

2. Denne avtalen krever ikke overføring av noen opplysninger som partene ikke er tillatt å overføre;

3. De forente stater skal ikke overføre opplysninger underlagt restriksjoner, slik disse er definert i deres Atomenergilov av 1954, med endringer, i henhold til denne avtale;

4. Sensitiv atomteknologi skal ikke overføres i henhold til denne avtale, med mindre det blir bestemt ved endring av denne avtale.

Artikkel 4

Overføring av materiale, utstyr og komponenter

1. Materiale, utstyr og komponenter kan overføres til bruk i samsvar med denne avtale. De forente stater skal søke å treffe slike tiltak som er nødvendige og gjennomførbare for å sikre en pålitelig tilførsel av kjernebrensel til Norge, herunder å eksportere materiale i god tid og gjøre kapasitet tilgjengelig til å oppfylle denne forpliktelse så lenge avtaleperioden varer.

2. Lavanriket uran kan overføres i slike mengder som er nødvendige til bruk som brensel for reaktoreksperimenter og reaktorer, til omdanning eller fabrikasjon, eller til slike andre formål, herunder rimelig lagring, som måtte bli avtalt mellom partene.

3. Særlig spaltbart materiale utenom lavanriket uran og materiale som det siktes til i punkt 6 kan, dersom partene er enige, overføres til bestemte anvendelser når det er teknisk og økonomisk berettiget eller berettiget til utvikling og demonstrasjon av kjernebrenselkretsløp med sikte på energisikkernets- og ikke-spredningsformål.

4. Mengden av særlig spaltbart materiale utenom lavanriket uran som blir overført i henhold til

denne avtale skal ikke på noe tidspunkt overstige den mengde partene er enige om er nødvendig til noen av følgende formål: bruk i reaktoreksperimenter eller til ladning av reaktorer, effektiv og kontinuerlig utførelse av slike reaktoreksperimenter eller drift av slike reaktorer, omdanning eller fabrikasjon, eller andre formål som måtte bli avtalt mellom partene. Dersom høyanriket uran utover den mengde som er nødvendig til disse formål finnes i Norge, skal De forente stater ha rett til å kreve tilbakelevering av høyanriket uran som eventuelt er overført i henhold til denne avtale (herunder bestrålt høyanriket uran) og som utgjør en del av dette overskuddet. Dersom De forente stater utøver denne retten,

(a) skal det, etter å ha fjernet slikt materiale fra Norges territorium, tilbakebetale Norge den rimelige markedsverdien for slikt materiale; og

(b) skal partene inngå hensiktsmessige kommersielle avtaler som ikke skal være underlagt noen slik ytterligere avtale mellom partene som det ellers åpnes for under artiklene 5 og 6.

5. Høyanriket uran som overføres i henhold til denne avtale skal ikke ha høyere anrikningsnivå

på isotopen 235 enn de nivåer som partene er enige om er nødvendig for de formål som er beskrevet i punkt 4.

6. Små mengder særlig spaltbart materiale kan overføres til bruk som prøver, standarder, detektorer, targeter og til slike andre formål som partene måtte bli enige om. Overføringer i henhold til denne paragraf skal ikke være underlagt mengdebegrensningene i punkt 4.

7. Sensitive atomanlegg og hovedkomponenter skal ikke overføres i henhold til denne avtale med mindre det blir bestemt ved en endring i denne avtale.

Artikkel 5

Lagring og videreføringer

1. Materiale som er overført i henhold til denne avtale og materiale som blir nyttet i eller produsert gjennom bruken av ethvert materiale eller utstyr som er overført i henhold til denne avtale kan lagres av hver part, likevel forutsatt at hver part garanterer at slikt plutonium eller uran-233 (med unntak av det som befinner seg i bestrålte brenselselementer) eller høyanriket uran som den har jurisdiksjon over, kun skal lagres i et anlegg

som partene er enige om oppfyller de kriterier som på forhånd blir fastsatt av partene.

2. Materiale, utstyr eller komponenter som er overført i henhold til denne avtale og eventuelt særlig spaltbart materiale som er produsert gjennom bruken av ethvert slikt materiale eller utstyr kan overføres av mottakerparten, likevel forutsatt at denne parten garanterer at ethvert slikt materiale, utstyr, komponenter eller særlig spaltbart materiale som den har jurisdiksjon over, ikke skal overføres til ikke-autoriserte personer eller, med mindre partene er enige, utenfor dens territoriale jurisdiksjon.

Artikkel 6

Regenerering og anriking

1. Hver part garanterer at materiale som er overført til og under dens jurisdiksjon i henhold til denne avtale og materiale som blir nyttet i eller produsert gjennom bruken av ethvert materiale eller utstyr som er overført til og under dens jurisdiksjon i henhold til denne avtale, ikke skal regenereres med mindre partene er enige.

2. Hver part garanterer at alt plutonium, uran-233, høyanriket uran eller bestrålt utgangsmateriale

eller særlig spaltbart materiale som er overført til og under dens jurisdiksjon i henhold til denne avtale, eller produsert gjennom bruken av ethvert materiale eller utstyr som er overført til og under dens jurisdiksjon i henhold til denne avtale, ikke skal forandres i form eller innhold, unntatt ved bestråling eller ytterligere bestråling, med mindre partene er enige.

3. Hver part garanterer at uran som er overført til og under dens jurisdiksjon i henhold til denne avtale, og uran som blir nyttet i ethvert utstyr som er overført slik og under dens jurisdiksjon, ikke skal anrikes etter overføring til tjue prosent eller mer på isotopen 235, med mindre partene er enige.

Artikkel 7

Fysisk sikring

1. Hver part garanterer at tilstrekkelig fysisk sikring skal opprettholdes med hensyn til ethvert materiale og utstyr som er overført til og under dens jurisdiksjon i henhold til denne avtale og med hensyn til ethvert særlig spaltbart materiale som blir nyttet i eller produsert gjennom bruken av ethvert materiale eller utstyr som er overført til og under dens jurisdiksjon i henhold til denne

avtale.

2. Partene er enige om nivåene for anvendelse av fysisk sikring som er angitt i Vedlegget og, i samsvar med slike nivåer, om å opprettholde tilstrekkelige fysiske sikringstiltak som minst skal gi beskyttelse tilsvarende anbefalingene fastsatt i IAEA dokument INFCIRC/225Rev. 1 vedrørende den fysiske beskyttelse av atommateriale, eller i enhver revisjon av det dokumentet som partene er enige i. I tilfelle av en eventuell slik revisjon, kan nivåene i Vedlegget endres slik som partene måtte bli enige om.

3. Om de fysiske sikringstiltak som blir opprettholdt i henhold til denne artikkel er tilstrekkelige skal kontrolleres og drøftes mellom partene periodevis, og når en part er av den mening at reviderte tiltak kan være nødvendige for å opprettholde tilstrekkelig fysisk sikring.

4. Hver part skal utpeke de organer eller myndigheter som har ansvaret for å sikre at kravene til fysisk sikring er tilstrekkelig oppfylt og som har ansvaret for koordinering av mottiltak og tiltak for å få tilbake materiale i tilfelle av ikke-autorisert bruk eller håndtering med materiale som er underlagt denne artikkel. Hver part skal også utpeke kontakter blant sine nasjonale myndigheter som skal samarbeide

vedrørende spørsmål som gjelder transport ut av landet og andre spørsmål av gjensidig interesse.

5. Denne artikkel skal iverksettes på en måte som unngår vanskeliggjøring, forsinkelse eller unødig innblanding i partenes atomvirksomhet og som samsvarer med den veloverveide administrasjonspraksis som er nødvendig for at deres atomprogrammer kan gjennomføres økonomisk og sikkert.

Artikkel 8

Ingen anvendelse til sprengning eller til militært formål

Hver part garanterer at intet materiale, utstyr eller komponenter som er overført til og under dens jurisdiksjon i henhold til denne avtale, og intet materiale som blir nyttet i eller produsert gjennom bruken av noe slikt materiale, utstyr eller komponenter som således er overført til og under dens jurisdiksjon, skal nyttes til noen kjernefysisk sprenginnretning, til forskning om eller utvikling av noen kjernefysisk sprenginnretning, eller til noe militært formål.

Artikkel 9

Sikkerhetskontroll

1. Samarbeid i henhold til denne avtale betinger at IAEAs sikkerhetskontroll kommer til anvendelse på all atomvirksomhet innenfor Norges territorium, under dets jurisdiksjon, eller utført under dets kontroll hvor som helst. Iverksettelsen av avtalen om sikkerhetskontroll i henhold til artikkel III (4) i NPT, som nevnt i punkt 2, skal anses å oppfylle kravene fastsatt i foregående punktum.

2. Utgangsmateriale og særlig spaltbart materiale som er overført til Norge i henhold til denne avtale, og ethvert utgangsmateriale eller særlig spaltbart materiale som blir nyttet i eller produsert gjennom bruken av ethvert materiale, utstyr eller komponenter som således er overført, skal være underlagt sikkerhetskontroll i samsvar med Avtalen mellom Norge og Det internasjonale atomenergibyrå, undertegnet 1. mars 1972, om utføring av sikkerhetskontroll i forbindelse med traktaten om ikke-spredning av kjernefysiske våpen.

3. Utgangsmateriale og særlig spaltbart materiale som er overført til De forente stater i henhold til denne avtale, og ethvert utgangsmateriale eller særlig spaltbart materiale som blir nyttet i eller produsert gjennom bruken av ethvert materiale,

utstyr eller komponenter som således er overført, skal være underlagt bestemmelsene i avtalen mellom Amerikas forente stater og Det internasjonale atomenergibyrå om utføring av sikkerhetskontroll i De forente stater, som ble undertegnet 18. november 1977.

4. Dersom De forente stater eller Norge blir oppmerksom på omstendigheter som viser at IAEA av noen som helst grunn ikke tar eller kommer til å ta i bruk sikkerhetskontroll i samsvar med avtalen som bestemt i punkt 2, skal partene, for å sikre effektiv kontinuitet i sikkerhetskontrollen, umiddelbart avtale ordninger som samsvarer med prinsippene og fremgangsmåtene for IAEAs sikkerhetskontroll og med en slik dekning som nevnte punkt fordrer og som gir en sikkerhet somt tilsvarer den som systemet de erstatter tar sikte på.

5. Hver part garanterer at den skal treffe slike tiltak som er nødvendige for å opprettholde og lette utførelsen av sikkerhetskontroll som bestemt i henhold til denne artikkel.

6. Norge skal opprette og opprettholde et system som gjør rede for og kontrollerer alle utgangsmaterialer og alt særlig spaltbart materiale under dets jurisdiksjon, med fremgangsmåter og rutiner som

svarer til de som er fastsatt i IAEAs dokument INFCIRC/153 (korrigert), eller i en eventuell revisjon av dette dokumentet som partene er blitt enige om.

7. På anmodning av en av partene, skal den annen part rapportere eller tillate IAEA å rapportere til den anmodende part om status for alle beholdninger av ethvert utgangsmateriale og ethvert særlig spaltbart materiale som er underlagt denne avtale og ethvert annet materiale som er overført i henhold til denne avtale.

8. Bestemmelsene i denne artikkel skal iverksettes på en måte som unngår vanskeliggjøring, forsinkelse eller unødig innblanding i partenes atomvirksomhet og som samsvarer med den veloverveide administrasjonspraksis som er nødvendig for at deres atomprogrammer kan gjennomføres økonomisk og sikkert.

Artikkel 10

Flersidig leverandørkontroll

Dersom en avtale mellom en av partene og en annen nasjon eller gruppe av nasjoner gir en slik annen nasjon eller gruppe av nasjoner rettigheter som tilsvarer noen eller alle av dem som er fastsatt i artiklene 5, 6 eller 7 med hensyn til materiale,

utstyr eller komponenter som er underlagt denne avtale, kan partene, på anmodning av en av dem, avtale at iverksettelsen av enhver slik rettighet vil bli gjennomført av vedkommende andre nasjon eller gruppe av nasjoner.

Artikkel 11

Opphør av samarbeid

1. Dersom en part på noe tidspunkt etter at denne avtale er trådt i kraft

(a) ikke retter seg etter bestemmelsene i artiklene 5, 6, 7, 8 eller 9, eller

(b) bringer til opphør, avskaffer eller på en vesentlig måte krenker avtalen med IAEA om sikkerhetskontroll,

skal den annen part ha rett til å stanse ytterligere samarbeid etter denne avtalen og å kreve tilbakelevering av alt materiale, utstyr eller komponenter som er overført i henhold til denne avtale og alt særlig spaltbart materiale som blir produsert ved bruk av disse.

2. Dersom Norge på noe tidspunkt etter at denne avtale er trådt i kraft detonerer en kjernefysisk

sprenginnretning, skal De forente stater ha de samme rettigheter som fastsatt i punkt 1.

3. Dersom en part utøver sine rettigheter i henhold til denne artikkel til å kreve tilbakelevering av noe materiale, utstyr eller komponenter, skal den, etter at det er fjernet fra den annen parts territorium, betale tilbake til den annen part den rimelige markedsverdien for slikt materiale, utstyr eller komponenter. Dersom denne retten utøves, skal partene inngå slike andre hensiktsmessige ordninger som måtte være nødvendige og som ikke skal være gjenstand for noen ytterligere avtale mellom partene slik artiklene 5 og 6 ellers åpner for.

Artikkel 12

Opphør av tidligere avtale

1. Avtalen om samarbeid mellom Amerikas forente staters Regjering og Norges Regjering om fredelig utnyttelse av atomenergien som ble undertegnet 4. mai 1967, med endringer, skal opphøre den dagen denne reviderte avtale trer i kraft.

2. Samarbeid som er iverksatt i henhold til den tidligere avtale skal fortsette i samsvar med bestemmelsene i denne reviderte avtale. Bestemmelsene

i denne avtale skal gjelde for materiale og utstyr underlagt den tidligere avtale.

Artikkel 13

Konsultasjoner, fortrolighet og miljøvern

1. Partene forplikter seg til å konsultere hverandre på anmodning av en part når det gjelder gjennomføringen av denne avtale og utviklingen av videre samarbeid på området fredelig bruk av atomenergi.

2. Partene skal treffe alle forholdsregler for å beskytte enhver opplysning som de blir kjent med under gjennomføringen av denne avtale og som, på overførings- eller mottakelsestidspunktet, av leverandørparten betegnes som underlagt opphavs- eller eiendomsrett eller som konfidensiell.

3. Når det gjelder virksomhet i henhold til denne avtale, skal partene konsultere hverandre for å bestemme virksomhetens betydning for miljøet internasjonalt, og samarbeide for å beskytte det internasjonale miljøet mot radioaktiv, kjemisk og varmeforurensning som stammer fra fredelig atomvirksomhet i henhold til denne avtale og når det gjelder beslektede helse- og sikkerhetsspørsmål.

Artikkel 14

Endring

Denne avtale kan endres når som helst etter avtale mellom partene og i samsvar med deres gjeldende regler.

Artikkel 15

Ikrafttredelse og varighet

1. Denne avtale skal tre i kraft på den dato partene ved diplomatisk noteveksling underretter hverandre om at de har oppfylt alle gjeldende krav til dens ikrafttredelse, og skal forbli i kraft for et tidsrom på tretti (30) år. Denne tiden kan forlenges med slike tilleggsperioder som måtte bli avtalt mellom partene i samsvar med deres gjeldende regler.

2. Uten hensyn til suspensjon, opphør eller utløp av denne avtalen eller av hvilket som helst samarbeid under denne avtalen av hvilken som helst grunn, skal artiklene 5, 6, 7, 8, 9 og 11 fortsette å være i kraft så lenge noe materiale, utstyr eller komponenter som er underlagt disse artikler fortsatt befinner seg på vedkommende parts territorium eller under dens jurisdiksjon eller kontroll hvor som helst, eller inntil partene er enige om at slikt

materiale, utstyr eller komponenter ikke lenger er anvendelige til noen atomvirksomhet som er interessant fra et sikkerhetskontrollmessig synspunkt.

TIL BEKREFTELSE HERAV har de undertegnede, som har fått behørig fullmakt, undertegnet denne avtalen.

Utferdiget i Oslo den 12. januar 1984

in duplo på engelsk og norsk, hvorav begge har samme gyldighet.

FOR AMERIKAS FORENTE STATERS REGJERING

FOR NORGES REGJERING

VEDLEGG

I henhold til punkt 2 i artikkel 7, skal de avtalte nivåer for fysisk sikring som skal garanteres av de kompetente nasjonale myndigheter når det gjelder bruk, lagring og transport av materialer som er oppført i den vedheftede fortegnelse, som et minimum omfatte beskyttelsesegenskaper som angitt nedenunder.

Kategori III

Bruk og lagring innenfor et område med kontrollert adgang.

Transport i henhold til særlige forholdsregler, herunder forhåndsordninger mellom sender, mottaker og fraktfører, og når det gjelder internasjonal transport, forhåndsavtale mellom organer undergitt henholdsvis leverandør- og mottakerstatenes jurisdiksjon og regulering, der tid, sted og fremgangsmåter for overdragelse av transportansvaret er fastsatt.

Kategori II

Bruk og lagring innenfor et beskyttet område med kontrollert adgang, dvs. et område under konstant bevoktning av vakter eller elektroniske innretninger, omgitt av en fysisk avsperring med et begrenset antall innganger under hensiktsmessig kontroll, eller ethvert område med et tilsvarende fysisk beskyttelsesnivå.

Transport i henhold til særlige forholdsregler, herunder forhåndsordninger mellom sender, mottaker og fraktfører, og, når det gjelder internasjonal transport, forhåndsavtale mellom organer undergitt henholdsvis leverandør- og mottakerstatenes jurisdiksjon og regulering, der tid, sted og fremgangsmåter for overdragelse av transportansvaret er fastsatt.

Kategori I

Materiale i denne kategorien skal beskyttes mot ikke-autorisert bruk med ytterst pålitelige systemer på følgende måte.

Bruk og lagring innenfor et sterkt beskyttet område, dvs. et beskyttet område som definert for kategori II ovenfor, til hvilket adgangen dessuten er begrenset

til personer hvis troverdighet er fastslått, og som er under bevoktning av vakter som står i nær forbindelse med hensiktsmessige sikkerhetsstyrker. Bestemte tiltak som er truffet i denne sammenheng bør ha som sitt formål oppdagingen og forebyggingen av ethvert angrep, ikke-autorisert adgang eller ikke-autorisert fjerning av materiale.

Transport i henhold til særlige forholdsregler som fastsatt ovenfor for transport av kategori II og III materialer, og dessuten under konstant bevoktning av eskorter og under forhold som sikrer nær forbindelse med hensiktsmessige sikkerhetsstyrker.

FORTEGNELSE: GRUPPERING AV KJERNEFYSISK MATERIALE (e)

MATERIALE	FORM	KATEGORI I	KATEGORI II	KATEGORI III
1. Plutonium (a,f)	Ubestrålt (b)	2 kg eller mer	Mindre enn 2 kg, men mer enn 500 g	500 g eller mindre (c)
2. Uran-235 (d)	Ubestrålt (b)			
	- uran anriket til 20% U-235 eller mer	5 kg eller mer	Mindre enn 5 kg, men mer enn 1 kg	1 kg eller mindre (c)
	- uran anriket til 10% U-235 men mindre enn 20%	-	10 kg eller mer	Mindre enn 10 kg (c)
	- uran anriket over naturlig nivå, men mindre enn 10% U-235	-	-	10 kg eller mer
3. Uran-233	Ubestrålt (b)	2 kg eller mer	Mindre enn 2 kg, men mer enn 500 g	500 g eller mindre (c)

(a) Alt plutonium unntatt den med isotopkonsentrasjon som overstiger 80% på plutonium-238.

(b) Materiale som ikke er bestrålt i en reaktor eller materiale som er bestrålt i en reaktor, men med et strålingsnivå som svarer til eller er mindre enn 100 rad/h på en meters avstand uten skjerming.

(c) Mindre enn en radiologisk betydelig mengde bør fritas.

(d) Naturlig uran, utarmet uran og torium og mengder av uran som er anriket til mindre enn 10% som ikke faller inn under kategori III bør beskyttes i samsvar med veloverveid administrativ praksis.

(e) Bestrålt brensel bør beskyttes som kategori I, II eller III kjernefysisk materiale avhengig av kategorien av det ubestrålte brensel. Brensel som i kraft av sitt originale spaltbare materialinnhold omfattes av kategori I eller II før bestråling, bør imidlertid kun reduseres et kategorinivå, så lenge strålingsnivået fra brenselet overstiger 100 rad/h på en meters avstand uten skjerming.

(f) Statens kompetente myndighet bør avgjøre om det er en troverdig trussel for ondsinnet spredning av plutonium. Staten bør da anvende fysisk beskyttelse etter kravene for kategori I, II eller III av kjernefysisk materiale slik den finner hensiktsmessig og uten hensyn til plutoniummengden fastsatt her under hver kategori, på plutoniumisotopene i slike mengder og former som staten har avgjort faller innenfor den troverdige spredningstrussel.

OMFORENT MEMORANDUM

Under forhandlingene om den foreslåtte reviderte avtalen om samarbeid mellom Amerikas forente staters Regjering og Norges Regjering om fredelig utnyttelse av atomenergi ("avtale") som ble undertegnet idag, nådde partene fram til følgende forståelser, som skal utgjøre en integrert del av avtalen.

Avtalens virkeområde

I den hensikt å iverksette rettighetene som er fastsatt i artiklene 5, 6 og 7 med hensyn til særlig spaltbart materiale produsert gjennom bruken av materiale som er overført i henhold til avtalen og ikke nyttes i eller produseres gjennom bruken av utstyr som er overført i henhold til avtalen, skal slike rettigheter i praksis gjelde for den mengde av det produserte særlige spaltbare materiale som beregnes ut fra forholdet mellom overført materiale som er nyttet i produksjonen av særlig spraltbart materiale og den totale mengde av materiale som er slik nyttet, og på samme måte for etterfølgende generasjoner.

Vedrørende artikkel 8 er det forstått at "militært formål" ikke omfatter kraft til en militærbase som

overføres fra det sivile nettet, eller produksjon av radioisotoper til bruk til diagnoser ved et militært sykehus.

Tidligere samarbeid

Det bemerkes at artikkel 3 ikke endrer den praksis med hensyn til gjensidig fordelaktig utveksling av opplysninger, som har utviklet seg mellom de to land og som vil fortsettes og, slik partene måtte avtale, styrkes.

Vedrørende punkt 2 i artikkel 12, skal partene, for å lette anvendelsen av bestemmelsene i denne avtalen på materiale og utstyr som omfattes av den tidligere avtalen, utarbeide en liste over slikt materiale og utstyr.

Lagring

Vedrørende punkt 1 i artikkel 5, bemerker partene at avtalen mellom partene i praksis vil komme til uttrykk i tillatelser til overføring av materiale i henhold til avtalen for bestemt bruk og at denne bestemmelse for øvrig kun vil bli anvendt med hensyn til slikt materiale i tilfelle en part ønsker å lagre slikt materiale i anlegg utenom de

som opprinnelig er bestemt.

Rådighet over brukt brensel

Partene merker seg at de har felles interesse av å sikre at deres kjernefysiske samarbeid fremmer begges sikkerhet på energi-området og deres ikke-spredningsformål. I denne forbindelse er partene enige om at materiale som er underlagt artiklene 5 og 6 kan overføres av Norge til Storbritannia eller Frankrike og regenereres ved regenereringsinstallasjonene i Sellafield eller La Hague, på følgende betingelser:

(1) Norge skal registrere enhver slik overføring, og informere De forente stater om slik overføring når transporten finner sted;

(2) Før enhver slik overføring skal Norge bekrefte overfor De forente stater at materialet som skal overføres skal beholdes innen Euratom i henhold til angjeldende avtale om samarbeid mellom De forente stater og Euratom;

(3) Norge skal beholde juridisk rådighet over alt plutonium som blir separert som følge av en slik overføring, og skal på forhånd få De forente staters samtykke til at plutoniumet

overføres til Norge eller til noe annet land og til en hvilken som helst bruk av plutoniumet.

Ovenstående forståelser vedrørende rådighet over brensel kan helt eller delvis bringes til opphør dersom en av partene er av den oppfatning at unormale forhold som gir grunn til bekymring fra et ikke-spredningss eller sikkerhetsmessig synspukt tilsier det; i den grad tiden og forholdene tillater det, skal partene konsultere hverandre før et slikt opphør. Slike forhold omfatter, men er ikke begrenset til at en av partene bestemmer at ovenstående forståelser ikke kan fortsettes uten at en betydelig økning av risikoen for spredning finner sted eller uten at den nasjonale sikkerhet settes på spill.

Disse forståelsene vedrørende rådighet over brukt brensel begrenser ikke partenes rett til å avtale annen virksomhet som forutsatt i artiklene 5 og 6.

OECD Halden-reaktorprosjektet

Partene bemerker den langvarige støtte fra De forente stater til OECD Halden-reaktorprosjektet, herunder ordninger for forsøksbestråling og analyser av De forente staters brenselsknipper i samband med De forente staters reaktorsikkerhetsforskning. Partene bekrefter at i alle tilfeller der De forente

stater har gitt tillatelse til at materiale blir overført til Norge i henhold til avtalen til bestemte formål som i ethvert bestemt tilfelle omfatter bestråling i Halden-reaktoren og forandring i Norge av slikt materiale i form eller innhold, vil ingen ytterligere avtale være nødvendig i henhold til punkt 2 i artikkel 6 for slike analyser av vedkommende materiale. I alle andre situasjoner som ikke omfattes av det foregående punktum, vil De forente stater gi forslag fra Norge en gunstig behandling i henhold til punkt 2 i artikkel 6 om at partene inngår avtale om forandring av materiale under brenselanalyseprogrammet i Norge i samband med Halden-reaktorprosjektet.

Partene bekrefter også, uansett bestemmelsene i artikkel 12, punkt 2, at moderatormateriale som blir overført til Norge i henhold til den tidligere avtale for bruk i OECD Halden-reaktorprosjektet, og særlig spaltbart materiale som blir produsert gjennom bruken av det og ikke gjennom bruken av særlig spaltbart materiale som er overført i henhold til avtalen, kun skal være underlagt artiklene 7,8 og 9 og at slikt moderatormateriale ikke skal overføres til ikke-autoriserte personer eller, med mindre partene er enige, utenfor Norges territoriale jurisdiksjon.

Sikkerhetskontroll

Dersom en av partene blir klar over omstendigheter som nevnt i punkt 4 i artikkel 9 som umiddelbart krever at partene inngår ordninger som nevnt i det punktet, skal De forente stater ha de rettigheter som er oppført nedenunder. Disse rettigheter skal suspenderes dersom De forente stater er enige i at behovet for å utøve slike rettigheter blir tilfredsstilt ved anvendelsen av IAEAs sikkerhetskontroll under ordninger i henhold til punkt 4 i artikkel 9.

(1) I god tid å vurdere konstruksjonen av ethvert utstyr som er overført i henhold til avtalen, eller av ethvert anlegg som skal nytte, fabrikere, behandle eller lagre ethvert materiale som således er overført eller ethvert særlig spaltbart materiale som blir nyttet i eller produsert gjennom bruken av slikt materiale eller utstyr;

(2) Å forlange opprettholdelse og fremstilling av opptegnelser og av relevante rapporter i den hensikt å medvirke til å sikre at det holdes regnskap med materiale som er overført i henhold til avtalen og ethvert utangsmateriale eller særlig spaltbart materiale som blir nyttet i eller produsert gjennom bruken av ethvert materiale, utstyr eller komponenter som således

er overført;

(3) Å utpeke personell som er akseptabelt for Norge og som skal ha adgang til alle steder og opplysninger som er nødvendige for å holde rede på materialet i punkt (2), for å inspisere ethvert utstyr eller anlegg som nevnt i punkt (1), og for installere alle innretninger og foreta slike uavhengige målinger som måtte anses nødvendige for å holde rede på slikt materiale. Norge skal ikke på en urimelig måte tilbakeholde sin godkjenning av personell som er utpekt av De forente stater i henhold til dette punkt. Slikt personell skal, dersom en av partene anmoder om det, ledsages av personell utpekt av Norge.

Under henvisning til artikkel 9, bekreftes det at konstruksjonsopplysninger som er relevante for sikkerhetskontroll for nytt utstyr som skal underkastes sikkerhetskontroll i henhold til avtalen, skal i god tid fremlegges for IAEA etter dets anmodning.

Partene bekrefter at punkt 1 i artikkel 9 ikke på noen måte endrer Norges forpliktelse i henhold til avtalen som er nevnt i artikkel 9, punkt 2, eller iverksettelsen av den avtalen.

Med videre henvisning til artikkel 9, forstås det at avtalen ikke påvirker De forente staters eller IAEAs rettigheter eller forpliktelser i henhold til avtalen som er nevnt i artikkel 9, punkt 3, eller iverksettelsen av den avtalen.

Administrative ordninger

Vedkommende regjeringsmyndigheter hos begge parter kan opprette administrative ordninger for å sikre en effektiv gjennomføring av avtalen. Slike administrative ordninger kan endres ved avtale mellom partenes vedkommende regjeringsmyndigheter.

Konsultasjoner

Partene skal periodevis, eller når en part anmoder om det, konsultere hverandre om hva som best kan tjene deres gjensidige ikke-spredningss- og atomenergi-målsettinger. Hver part skal søke å unngå å treffe noen tiltak som vesentlig endrer grunnlaget for samarbeid etter denne avtalen. Imidlertid skal en part, dersom den skulle gjennomføre noen slike tiltak, søke å underrette den annen part på forhånd.

SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA

Education: Financing Exchange Programs

Agreement amending the agreement of November 9, 1964.
Effected by exchange of notes
Signed at Belgrade January 20, 1984;
Entered into force March 22, 1984.

The American Ambassador to the Yugoslav Director, Federal Administration for International Scientific, Educational, Cultural and Technical Cooperation

EMBASSY OF THE
UNITED STATES OF AMERICA

Belgrade, Yugoslavia

January 20, 1984.

Excellency:

I have the honor to propose the following agreement between the Government of the United States of America and the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia, which concerns amendment of the November 9, 1964 Agreement between the Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia for financing certain educational exchange programs.[1]

In the first paragraph of Article I., after the words: "by funds made available to the Commission by the Government of the United States," add the words: "and the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia."

His Excellency

Miljenko Zrelec, Director,

Federal Administration for International Scientific,

Educational, Cultural and Technical Cooperation,

Belgrade.

[1] TIAS 5689; 15 UST 2081.

In second paragraph of Article I., the second sentence is changed to read: "The funds and property acquired with the funds made available to the Commission shall be regarded as the property of each side proportionate to the funds which each respective side ~~has~~ made available to the Commission."

In the first paragraph of Article II., in the second sentence for the words "Federal Secretary for Education and Culture" substitute the words: "Representative of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia."

In the second paragraph of Article II., in the second sentence for the words: "Federal Secretary for Education and Culture" substitute the words: "the Federal Administration for International Scientific, Educational, Cultural and Technical Cooperation."

In the third paragraph of the Article II., for the words: "until the following December 31" substitute the words: "until December 31 of the following year."

In Article II., a new paragraph is added, reading: "The Commission selects the Chairman for a period of one year. The function of Chairman shall be alternately filled by a Yugoslav and an American member of the Commission."

In the first paragraph of Article IV., in subparagraph (1), after the word: "Agreement" the words: "and on the basis of interests and needs of both countries" are added.

In the first paragraph of Article IV., subparagraph (2) is amended to read: "recommend to the Board of Foreign Scholarships of the United States of America students, professors, scholars, teachers and instructors who are citizens of the Socialist Federal Republic of Yugoslavia and organizations in Yugoslavia for participation in the program."

In the first paragraph of Article IV., in subparagraph (3), for the words: "Federal Secretary for Education and Culture" substitute the words: "competent organs and organizations in Yugoslavia," also for the words: "permanently resident in" substitute the words: "who are citizens or nationals of."

In the first paragraph of Article IV., in subparagraph (4), the words: "Federal Secretary for Education and Culture" are substituted by the words: "competent organs and organizations in Yugoslavia."

In the first paragraph of Article IV., subparagraph (5) is amended to read: "designate a Treasurer and Alternate Treasurer of the Commission from among its members, one of whom shall be a Yugoslav and the other an American citizen, and authorize the Treasurer and in his absence the Alternate Treasurer, to receive and deposit funds in depositories designated by the Commission."

In the first paragraph of Article IV., in subparagraph (7), the words: "the Secretary of State" are replaced by the words: "the Federal Administration for International Scientific, Educational, Cultural and Technical Cooperation and the Director, United States Information Agency."

In the first paragraph of Article IV., in subparagraph (10), for the words: "the Secretary of State and the Federal Secretary for Education and Culture" substitute the words: "a representative of the Federal Executive Council of the Assembly of Yugoslavia and a representative of the Government of the United States of America."

In Article V., a new paragraph is added which reads: "The annual budget is subject to approval by the competent organs of the two countries."

In Article VI., the words: "Secretary of State and to the Federal Secretary of Education and Culture" are substituted by the words: "the Federal Administration for International Scientific, Educational, Cultural and Technical Cooperation and the United States Information Agency."

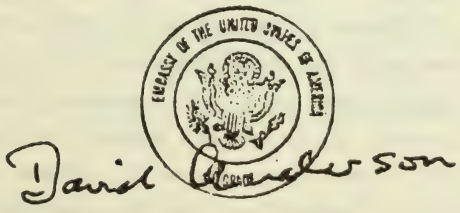
Article VIII. is amended to read: "The Government of the United States of America and the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia agree that the funds designated for the purposes of this Agreement, as well as contributions to the Commission from other sources, shall

be made available to the Commission annually. The annual amount of such funds will depend on the funds available to both sides in accordance with their respective national laws and regulations."

Article X. is deleted.

If the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia agrees with the above text, this letter and your reply approving it will represent the Agreement between the Government of the United States of America and the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia, and will enter into force when approved by appropriate authorities in conformity with the legislation of the two countries.[1]

Accept, Excellency, the renewed assurances of my highest consideration.



David Anderson
Ambassador of the United States of America

[1] Mar. 22, 1984.

The Yugoslav Director, Federal Administration for International Scientific, Educational, Cultural and Technical Cooperation to the American Ambassador

САВЕЗНИ ЗАВОД ЗА МЕЂУНАРОДНУ НАУЧНУ, ПРОСВЕТНО-КУЛТУРНУ И ТЕХНИЧКУ САРАДЊУ
SAVEZNI ZAVOD ZA MEĐUNARODNU ZNANSTVENU, PROSVJETNO-KULTURNU I TEHNIČKU SURADNJU
ZVEZNI ZAVOD ZA MEDNARODNO ZNANSTVENO, PROSVETNO-KULTURNO IN TEHNIČNO SODELOVANJE
СОЈУЗЕН ЗАВОД ЗА МЕЃУНАРОДНА НАУЧНА, ПРОСВЕТНО-КУЛТУРНА И ТЕХНИЧКА СОРАБОТКА

Бр. 04-30-6/84-1
Br.
St.

Београд 20. januar 1984. г.
Beograd 20. januar 1984. g.
Beograd 1.
Белград г.

Косанчићев венац 29
Kosančićev venac 29
Tel. 625-955, 625-993
Telex: YUZAMS 11661, Pošt. fah 384

Ekselencijo,

Čast mi je da potvrdim prijem pisma Vaše Ekselencije od današnjeg datuma koje glasi:

"Čast mi je da Vam predložim sledeći Sporazum izmedju Vlade Sjedinjenih Američkih Država i Saveznog izvršnog veća Skupštine Socijalističke Federativne Republike Jugoslavije koji se odnosi na amandiranje Sporazuma izmedju Vlade Sjedinjenih Američkih Država i Vlade Socijalističke Federativne Republike Jugoslavije o finansiranju nekih programa prosvetne razmene od 9.novembra 1964.godine u sledećem:

U članu 1. u stavu 1. posle reči: "iz sredstava stavljenih Komisiji na raspolaganje od strane Vlade Sjedinjenih Država" dodaju se reči: "i Saveznog izvršnog veća Skupštine Socijalističke Federativne Republike Jugoslavije."

U članu 1. u stavu 2. rečenica druga menja se i glasi: "Imovina stečena po osnovu sredstava stavljenih na raspolaganje Komisiji smatra se imovinom svake Strane srazmerno sredstvima koje je svaka Strana stavila na raspolaganje Komisiji."

U članu 2. u stavu 1. u rečenici drugoj reči: "savezni sekretar za prosvetu i kulturu" zamenjuju se rečima: "predstavnik Saveznog izvršnog veća Skupštine Socijalističke Federativne Republike Jugoslavije".

Njegova Ekselencija
David ANDERSON,
Ambasador
Sjedinjenih Američkih Država
B E O G R A D

U članu 2. u stavu 2. u rečenici drugoj reči: "savezni sekretar za prosvetu i kulturu" zamenjuju se rečima "Savezni zavod za medjunarodnu naučnu, prosvetno-kulturnu i tehničku saradnju."

U članu 2. u stavu 3. reči: "do sledećeg 31.decembra" zamenjuju se rečima:"do 31.decembra sledeće godine."

U članu 2. dodaje se i novi stav koji glasi:

"Komisija bira predsedavajućeg za period od godinu dana. Funkciju predsedavajućeg naizmenično vrše jedan od članova jugoslovenskog i jedan od članova američkog dela Komisije."

U članu 4. stav 1. tačka 1. posle reči: "Sporazumom" dodaju reči: "i na osnovu interesa i potreba dve zemlje".

U članu 4. stav 1. tačka 2. se menja i glasi:

"da preporučuje Odboru za strane stipendije Sjedinjenih Američkih Država studente, profesore, naučne radnike, nastavnike i instruktore koji su državljani Socijalističke Federativne Republike Jugoslavije i organizacije u Jugoslaviji za učešće u programu.

U članu 4. u stavu 1. tačka 3. reči: "savezni sekretar za obrazovanje i kulturu" zamenjuju se rečima: "nadležni organi i organizacije u Jugoslaviji", a isto tako reči: "koji stalno borave u" zamenjuju se rečima: "koji su gradjani ili državljani".

U članu 4. u stavu 1. tačka 4. reči: "saveznom sekretaru za prosvetu i kulturu" zamenjuju se rečima: "nadležnim organima i organizacijama u Jugoslaviji".

U članu 4. u stavu 1. tačka 5. menja se i glasi: "da odredi blagajnika i zamenika blagajnika Komisije izmedju svojih članova, od kojih će jedan biti jugoslovenski, a jedan američki državljanin, i da ovlasti blagajnika, a u njegovoj

odsutnosti zamenika blagajnika da prima i deponuje novčana sredstva u depozite koje odredi Komisija".

U članu 4. u stavu 1. tačka 7. reči: "sekretar inostranih poslova" zamenjuju se rečima: "Savezni zavod za medjunarodnu naučnu, prosvetno-kulturnu i tehničku saradnju i direktor Informativne agencije Sjedinjenih Država".

U članu 4. u stavu 1. tačka 10. reči: "sekretara inostranih poslova i saveznog sekretara za obrazovanje i kulturu" zamenjuju se rečima: "predstavnika Saveznog izvršnog veća Skupštine Jugoslavije i predstavnika Vlade Sjedinjenih Američkih Država".

U članu 5. dodaje se novi stav koji glasi:

"Godišnji budžet podleže odobrenju nadležnih organa dve zemlje."

U članu 6. reči: "sekretaru inostranih poslova i saveznom sekretaru za prosvetu i kulturu" zamenjuju se rečima: "Saveznom zavodu za medjunarodnu naučnu, prosvetno-kulturnu i tehničku saradnju i Informativnoj agenciji Sjedinjenih Država".

Član 8. menja se i glasi:

"Savezno izvršno veće Skupštine Socijalističke Federativne Republike Jugoslavije i Vlada Sjedinjenih Američkih Država saglasne su da se sredstva koja su odredjena za svrhe ovog Sporazuma, kao i prilozi Komisiji iz drugih izvora, stavljaju Komisiji na raspolaganje godišnje. Godišnji iznos sredstava zavisiće od sredstava kojima, u skladu sa nacionalnim zakonima i propisima, dve Strane raspolažu."

Član 10. briše se.

Ukoliko je Savezno izvršno veće Skupštine Socijalističke Federativne Republike Jugoslavije saglasno sa izloženim, ovo pismo i Vaš odgovor kojim se to potvrdjuje predstavljaće

Sporazum izmedju Vlade Sjedinjenih Američkih Država i Saveznog izvršnog veća Skupštine Socijalističke Federativne Republike Jugoslavije i stupiće na snagu pošto ga odobre nadležni organi u skladu sa zakonodavstvom iz dve zemlje.

Koristim priliku da Vašoj Ekselenciji ponovim izraze svog osobitog poštovanja."

Čast mi je da potvrdim da je Savezno izvršno veće Skupštine Socijalističke Federativne Republike Jugoslavije saglasno da gornjim tekstom, kao i da ovo pismo predstavlja sporazum izmedju Saveznog izvršnog veća Skupštine Socijalističke Federativne Republike Jugoslavije i Vlade Sjedinjenih Američkih Država, i stupiće na snagu pošto ga odobre nadležni organi u skladu sa zakonodavstvom iz dve zemlje.

Koristim priliku da Vašoj Ekselenciji ponovim izraze svog osobitog poštovanja.

Miljenko Zrelec
direktor
Saveznog zavoda za medjunarodnu naučnu, prosvetno-kulturnu i tehničku saradnju

TIAS 10980

TRANSLATION

Federal Administration for International
Scientific, Educational, Cultural and
Technical Cooperation

January 20, 1984

No. 04-30-6/84-1

Excellency:

I have the honor to acknowledge receipt of Your Excellency's letter of today's date, which reads as follows:

[For the U.S. text, see pp. 2-6.]

I have the honor to confirm that the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia agrees with the above text and that this letter will represent the Agreement between the Federal Executive Council of the Assembly of the Federal Socialist Republic of Yugoslavia and the Government of the United States of America and will enter into force when approved by appropriate authorities in conformity with the legislation of the two countries.

His Excellency
David Anderson,
Ambassador of the
United States of America,
Belgrade.

I avail myself of the opportunity to renew to Your Excellency the assurances of my high consideration.

(L.S.) [Signature]

Miljenko Zrelec
Director
Federal Administration for International
Scientific, Educational, Cultural and Technical
Cooperation

SUDAN

Finance: Consolidation and Rescheduling of Certain Debts

Agreement signed at Khartoum January 21, 1984;
Entered into force March 27, 1984.

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE DEMOCRATIC REPUBLIC OF SUDAN REGARDING THE CONSOLIDATION AND RESCHEDULING OF CERTAIN DEBTS OWED TO, GUARANTEED OR INSURED BY THE UNITED STATES GOVERNMENT AND ITS AGENCIES

The United States of America (The "United States") and the Democratic Republic of Sudan ("Sudan") agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on the Consolidation of Sudan's Debts, signed at Paris on February 4, 1983 by representatives of certain nations, including the United States, and agreed to by the representative of Sudan, hereinafter referred to as the "Minute", the United States and Sudan hereby agree to consolidate and reschedule certain Sudanese payments with respect to debts which are owed to, guaranteed by or insured by the United States Government or its agencies, as provided for in this Agreement.

2. This Agreement shall be implemented by separate agreements (the "Implementing Agreements"), between Sudan and the United States, with respect to PL-480 Agreements, and between Sudan and each of the following United States agencies: the Agency for International Development, the Export-Import Bank of the United States, the Commodity Credit Corporation, and the U.S. Department of Defense. The Department of Defense will include in its Implementing Agreements amounts which it will pay to the Federal Financing Bank pursuant to contracts of guaranty covering Contracts between the Federal Financing Bank and Sudan.

ARTICLE II

Definitions

1. "Contracts" means those agreements or other financial arrangements, listed in Annex A, which have U.S. dollar denominated payments in arrears as of December 31, 1982 or originally falling due during the period January 1, 1983 through December 31, 1983 inclusive, and which relate to:

   (a) Commercial credits extended, guaranteed or insured by the United States or its Agencies, which credits or guarantees were extended pursuant to an agreement concluded before January 1, 1983.

(b) Loans and PL-480 credits from the United States or its Agencies which were extended pursuant to an agreement concluded before January 1, 1983.

(c) Agreements between the U.S. and Sudan regarding the consolidation and rescheduling of certain debts owed to guaranteed by or insured by the U.S. Government and its Agencies.

2. "Debt" means the sum of principal and interest, with respect to the contracts, falling due between January 1, 1983 and December 31, 1983, inclusive, Arrears, and Capitalized Interest. It is understood that, for Debt which is guaranteed or insured by the Commodity Credit Corporation, or the Export-Import Bank as the case may be, this Agreement will apply only to the portion of the principal and interest of such Debt which is incurred or guaranteed by such Agencies.

3. "Interest" means interest on Debt due and payable in accordance with the terms of this Agreement and on any due and unpaid installments of Interest accruing thereon. Interest shall begin to accrue at the rates set forth in this Agreement on the respective due

dates specified in each of the Contracts for each scheduled payment of Debt and shall continue to accrue on the outstanding balance of the debt, including any due but unpaid installments of Debt, until such outstanding balances are repaid in full. Interest shall also begin to accrue at the rate set forth in this Agreement on due but unpaid installments of Interest on the respective due dates for such Interest installments as established by this Agreement, and shall continue to accrue until such amounts are repaid in full.

4. "Capitalized Interest" means 50 percent of the Interest accruing on the Debt during 1983. "Non-capitalized Interest" means the remaining 50 percent of the Interest accruing during 1983.

5. "Arrears" means the sum of principal, interest and late charges due or accrued in accordance with the terms of the Contracts to and including December 31, 1982 and unpaid as of February 4, 1983.

6. "Agency" means: the United States Agency for International Development, the Export-Import Bank of the United States, the Commodity Credit Corporation, and the U.S. Department of Defense.

ARTICLE III

Terms and Conditions of Payment

1. Sudan agrees to repay the Debt in United States dollars in accordance with the following terms and conditions:

(a) The Debt, which amounts to approximately $43.5 million, shall be repaid in twenty equal and consecutive semi-annual installments of approximately $2.2 million payable on each July 1 and January 1, commencing on July 1, 1989 with the final installment payable on January 1, 1999.

(b) The rate of Interest on the Debt and on any due but unpaid Interest thereon shall be 3.0 percent per calendar year on the outstanding balance of such payments due to the Agency for International Development, 3.0 percent per calendar year on the outstanding balance of such payments due to the United States with respect to PL-480 agreements, and 13.2 percent per calendar year on the outstanding balance of such payments due to or guaranteed by the Department of Defense. For the Export-Import Bank of the United States, the rate of Interest on Debt and on any due but unpaid Interest thereon shall be determined on a semi-annual basis and shall be the marginal cost of money to the Bank as determined by the Bank prior to

the beginning of each six month period plus one half of one percent. For Interest accruing July 1 through December 31, 1982, the annual rate shall be 14.124 percent and for Interest accruing in the first six months of 1983, the annual rate shall be 11.168 percent. For Interest accruing during the second six months of 1983 and each subsequent six month period, the Export-Import Bank of the United States shall notify Sudan of the appropriate rate prior to the beginning of such six month period. For the Commodity Credit Corporation the rate of Interest on the Debt and on any due but unpaid Interest thereon shall be determined on an annual basis and will be based on the appropriate rate which reflects the cost of borrowing by the corporation. For Interest accruing in calendar year 1983 the rate shall be 10.2 percent per annum. For Interest accruing in 1984 and in subsequent years, the Commodity Credit Corporation shall notify Sudan of the applicable rate no more than thirty days after the beginning of such year.

(c) All Interest accrued on the Debt during 1984 and subsequent years shall be payable on January 1 and July 1 of each year, commencing July 1, 1984 unless modified by a subsequent agreement pursuant to Article II, paragraph 3 of the Minute.

(d) Non-capitalized Interest equal to half of the Interest accrued during 1983, or approximately $1.6 million, shall be paid no later than thirty days after the date of signing of this agreement.

(e) A table summarizing the amounts of the Debt owed to the United States and its Agencies is attached hereto as Annex B.

(f) A table summarizing the amounts of the Non-capitalized Interest is attached hereto as Annex C.

2. It is understood that adjustment may be made, as necessary, in the amounts of the Debt by the Implementing Agreements. In part, this may reflect disbursements on Debt during the period January 1, 1983 through December 31, 1983.

ARTICLE IV

General Provisions

1. Sudan agrees to grant the United States, and to any other creditor which is party to a Contract, treatment and terms no less favorable than that which may be accorded to any other creditor country or its agencies for the rescheduling or refinancing of debts covered by the Minute.

2. Except as they may be modified by the subsequent Implementing Agreements, or other arrangements made pursuant to this Agreement, all terms of the Contracts remain unchanged.

ARTICLE V

Entry Into Force

This Agreement shall enter into force upon its signature and receipt by Sudan of written notice from the United States Government that all necessary domestic legal requirements for entry into force of this Agreement have been fulfilled.[1]

Done at Khartoum, Sudan, in duplicate, this Twenty-First day of January, 1984.

[2] [3]

FOR THE UNITED STATES OF AMERICA FOR THE DEMOCRATIC REPUBLIC OF SUDAN

1 Mar. 27, 1984.
2 Hume Horan.
3 Ibrahim Mansour.

Annex A

Contracts Subject to Rescheduling

Agency For International Development
Loan Numbers

650-H-003A	650-H-017	H-021R	H-025R
650-H-006	H-020R	H-022R	H-026R

Export-Import Bank
Loan Numbers

4464	R34	R34LPB	R45
4780	R34A	R34LPC	R45LP
4827	R34LP	R34LPD	R45WEA
MT 11210/52320	R34LPA	R34LPE	R45WEB
MT 11211			

Department of Defense
Loan Numbers

Sudan - 1 (791G) Dated May 23, 1979
Sudan - 2 (801G) Dated September 3, 1980
Sudan - 3 (811G) Dated February 19, 1981
Sudan - 4 (821G) Dated December 15, 1981

U.S.-Sudan Bilateral Debt Rescheduling Agreements

Dated May 17, 1980
Dated July 20, 1982

PL-480 Agreements
Loan Agreements dated:

March 19, 1973
May 8, 1974
February 21, 1977
December 24, 1977
February 8, 1979
August 7, 1980
January 19, 1981

Commodity Credit Corporation
Guarantee Numbers

GSM-101-574
GSM-101-575
GSM-101-576
GSM-101-577
GSM-101-578
GSM-101-579
GSM-101-599
GSM-101-612

GSM-102-831
GSM-102-832
GSM-102-833
GSM-102-835
GSM-102-836
GSM-102-837
GSM-102-838
GSM-102-840
GSM-102-860
GSM-102-861

Annex B

Summary of the Debt*
(thousands of U.S. dollars)

	A Arrears	B 1983 Principal and Interest	C Capitalized Interest	D Total Debt
Agency for International Development	15	280	3	298
Export-Import Bank	2,738	9,218	401	12,357
Department of Defense	1,598	15,917	887	18,402
PL-480 Agreement	114	1,459	11	1,585
Commodity Credit Corp.	-0-	10,546	333	10,879
Total	4,465	37,420	1,636	43,521

*Data are rounded and subject to revision per Article III, Paragraph 4.

Annex C

Summary of Non-capitalized Interest on the Debt
(Thousands of U.S. Dollars)

	Non-capitalized Interest Accrued January 1, 1983 - June 30, 1983 and due July 1, 1983	Non-capitalized Interest Accrued July 1, 1983 - December 31, 1983 and due January 4, 1984
Agency for International Development	1	2
Export-Import Bank	156	245
Department of Defense	296	591
PL-480 Agreement	2	9
Commodity Credit Corporation	82	252
Total	537	1,099

MADAGASCAR

Defense: International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Antananarivo February 25, 1983 and May 3, 1984;
Entered into force May 3, 1984.

The American Embassy to the Ministry of Foreign Affairs of Madagascar

No. 042

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Democratic Republic of Madagascar and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States government:

A. permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

B. transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

C. use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States government.

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States government.

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to representatives of the United States government with regard to the use of such training (including training materials); and that the recipient country will return to the United States government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States government consents to some other disposition.

Inasmuch as the IMET program with the government of the Democratic Republic of Madagascar may include training related to defense articles with respect to which the agreement of the government of the Democratic Republic of Madagascar to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs of the Democratic Republic of Madagascar shall constitute an agreement between the two governments on this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America takes this occasion to convey its highest consideration to the Ministry of Foreign Affairs of the Democratic Republic of Madagascar.

Embassy of the United States of America,
Antananarivo, February 25, 1983.

The Ministry of Foreign Affairs of Madagascar to the American Embassy

REPOBLIKA DEMOKRATIKA MALAGASY
Tanindrazana-Tolom-piavotana-Fahafahana

MINISTERE DES AFFAIRES ETRANGERES

DIRECTION DES RELATIONS BILATERALES

Antananarivo, le 03 Mai 1984

N°06568-AE/DRB/2a/AM.34.CF

NOTE VERBALE

∠E MINISTERE DES AFFAIRES ETRANGERES DE LA REPUBLIQUE DEMOCRATIQUE DE MADAGASCAR présente ses compliments à l'AMBASSADE DES ETATS-UNIS D'AMERIQUE et se référant à ses Notes Verbales n°042 du 25 Février 1983, relative au Programme IMET aux Etats-Unis d'Amérique, n°015 du 29 Février 1984, et à celles du Ministère n°8325-AE/DRB/2a/AM.34 du 21 Juin 1983, n°059-AE/DRB/2a/AM.34.CF du 11 Janvier 1984 et n°210-AE/DRB/2a/AM.34.CF du 4 Avril 1984, a l'honneur de Lui faire savoir que trois officiers ont été retenus pour les stages du programme ci-dessus, à savoir:

—M. RASOLOSOA Rina Dolin Josephson, Lieutenant-Colonel, Chef de Corps/Génie;
—M. SEKILAHY, Commandant/Génie à la Présidence de la République Démocratique de Madagascar;
—M. RAMAHAFALY Roger, Capitaine/Génie au Ministère de la Défense.

Il s'agira, pour ces officiers, de stages de Engineer Officer Advanced pour 14 semaines, suivi d'un A.D.S.P.E.C. 23 pour 10 semaines.

Ces officiers sont actuellement présents à Antananarivo.

AMBASSADE DES ETATS-UNIS D'AMERIQUE
ANTANANARIVO

∠a Note Verbale n°042 du 25 Février 1983 se réfère à certaines stipulations de la loi des Etats-Unis d'Amérique concernant la formation du personnel, relevant du programme d'éducation et de formation militaires international des Etats-Unis d'Amérique (IMET).

A ce sujet, les conditions données sont acceptables et le Gouvernement de la République Démocratique de Madagascar est prêt à les respecter en insistant toutefois sur le fait que:

—ces officiers, au retour de stage, seront incontestablement les formateurs du personnel des Forces Armées Populaires;

—ces officiers doivent pouvoir ramener avec eux, de retour au pays, leurs notes personnelles prises lors des cours.

∠E MINISTERE DES AFFAIRES ETRANGERES DE LA REPUBLIQUE DEMOCRATIQUE DE MADAGASCAR prie l'AMBASSADE DES ETATS-UNIS D'AMERIQUE de bien vouloir communiquer les noms de ces candidats aux autorités Américaines compétentes et saisit cette occasion pour Lui renouveler les assurances de sa haute considération.

[SEAL]

TRANSLATION

Democratic Republic of Madagascar
Ministry of Foreign Affairs
Office of Bilateral Relations

Antananarivo, May 3, 1984

No. 6568-[?]-AE/DRB/2a/AM.34.CF

Note Verbale

The Ministry of Foreign Affairs of the Democratic Republic of Madagascar presents its compliments to the Embassy of the United States of America and, referring to the Embassy's notes verbales No. 042 of February 25, 1983, concerning the U.S. IMET program, No. 015 of February 29, 1984, and the Ministry's notes No. 8325-AE/DRB/2a/AM.34 of June 21, 1983, No. 059-AE-DRB/2a/AM.34.CF of January 11, 1984, and No. 210-AE/DRB/2a/AM.34.CF of April 4, 1984,[1] has the honor to inform the Embassy that three

Embassy of the United States of America,
Antananarivo.

[1] Not printed.

officers have been selected for the above-mentioned training program, namely:

- Lt. Col. Rina Dolin Josephson RASOLOSOA, CO, Engineers;

- Major SEKILAHY, Engineers, attached to the Office of the President of the Democratic Republic of Madagascar;

- Captain Roger RAMAHAFALY, Engineers, attached to the Ministry of Defense.

The training for these officers will consist of the Engineer Officer Advanced 14-week course, followed by a 10-week ADSPEC 23.

These officers are currently in Antananarivo.

Note verbale No. 042 of February 25, 1983, refers to certain provisions of U.S. law concerning the training of military personnel under the U.S. IMET program.

In this regard, the conditions set forth in the note are acceptable and the Government of the Democratic Republic of Madagascar is ready to respect them, stressing however, that:

- These officers, on their return from the training, will unquestionably act as trainers of the People's Armed Forces personnel.

- These officers must be able to bring with them, on their return to the country, their personal notes taken during the courses.

The Ministry of Foreign Affairs of the Democratic Republic of Madagascar requests the Embassy of the United States of America to transmit the names of these candidates to the appropriate American authorities and takes this occasion to renew to it the assurances of its high consideration.

[Initialed]

[Ministry of Foreign Affairs stamp]

DJIBOUTI

Defense: International Military Education and Training (IMET)

Agreement effected by exchange of notes
Signed at Djibouti October 9, 1983 and June 3, 1984;
Entered into force June 3, 1984.

The American Embassy to the Ministry of Foreign Affairs and Cooperation of Djibouti

Note No. 150

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and Cooperation of the Republic of Djibouti and has the honor to refer to Notes No. 031 of March 16, 1983 and no. 060 of May 15, 1983[1] and to discussions between representatives of the two governments with reference to certain stipulations of law of the United States concerning the training of personnel related to defense articles under the United States International Military Education and Training (IMET) program, a program which first took effect for Djibouti military trainees in December, 1982, as well as certain understandings arising from discussions between Djiboutian authorities and representatives of the embassy of the United States of America concerning the terms of these stipulations. In accord with these understandings, the embassy herewith again submits the text to be considered by the government of the Republic of Djibouti.

The provisions of the United States law in question prohibit the furnishing of IMET training

Embassy of the United States of America

Djibouti, October 9, 1983

[1] Not printed.

related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government -

a. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

b. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale or otherwise to anyone not an officer, employee, or agent of the recipient government; or

c. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government;

3. That the recipient country will permit regular observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training

(including training materials); and

4. That the recipient country will return to the United States Government such training materials as are no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition.

Inasmuch as the IMET program with the Armed Forces of the Government of the Republic of Djibouti may include training related to defense articles with respect to which the agreement of the Government of the Republic of Djibouti to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs and Cooperation stating such conditions are acceptable to the Government of the Republic of Djibouti shall constitute an agreement between the two Governments of this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs and Cooperation of the Republic of Djibouti the assurances of its highest consideration.

The Minister of Foreign Affairs and Cooperation of Djibouti to the American Ambassador

RÉPUBLIQUE DE DJIBOUTI
Unité - Égalité - Paix

Ministère des Affaires étrangères
et de la Coopération

LE MINISTRE

N° 84 . 025/CONF /MAEC

Djibouti, le

جمهورية جيبوتي

الوحدة - المساواة - السلام

وزارة الخارجية والتعاون

الوزير

رقم _____

جيبوتي في _____

Monsieur l'Ambassadeur,

J'ai l'honneur d'accuser réception de la Note N° 150 en date du 9 OCTOBRE 1983 concernant la formation du personnel de l'Armée Nationale de DJIBOUTI et les ETATS-UNIS, ainsi conçue :-

I/. Le Gouvernement bénéficiaire, sans le consentement du Gouvernement des ETATS-UNIS :-

A) n'autorisera la participation à ce programme de formation ou l'emploi de matériaux de formation par quiconque n'étant pas officier fonctionnaire ou agent du gouvernement bénéficiaire ;

B) ne procédera au transfert ni n'autorisera un officier, fonctionnaire ou agent du Gouvernement bénéficiaire à procéder au transfert de connaissances acquises par voie de cette formation (ni des matériaux de formation) à titre de don, à titre onéreux ou à tout autre titre à quiconque n'étant pas un officier, un fonctionnaire ou un agent du Gouvernement bénéficiaire ;

C) ne participera ni n'autorisera la participation à ce programme de formation (ou l emploi des matériaux de formation) à des fins autres que celles auxquelles cette formation est assuré par le Gouvernement des ETATS-UNIS.

II/. Le pays bénéficiaire assurera le secret de cette formation (et la protection des matériaux de formation) et assurera sensiblement le même degré de protection du secret que celle qui est assuré à ce programme de formation et aux matériaux employés par le Gouvernement des ETATS-UNIS.

III/. Le pays bénéficiaire autorisera les observations périodiques par des représentants habilités du Gouvernement des ETATS-UNIS de ce programme de formation ainsi que des matériaux de formation et fournira tous renseignements nécessaires au fin. de cet examen.

Le pays bénéficiaire rendra au Gouvernement des ETATS-UNIS les moyens de formation du programme (y compris les matériaux de formation) lorsque ces moyens ne seront plus nécessaires pour lesquels ils auront été fournis ; à moins que le Gouvernement des ETATS-UNIS ne consente à ce qu'il en soit disposé d'une autre manière.

J'ai l'honneur de confirmer, au nom du GOuvernement de la République de DJIBOUTI, l'arrangement ci-dessus mentionné et de consentir à ce que la note susmentionnée ci-dessus soit considérée comme constituant un accord entre les deux Gouvernements, qui entrera en vigueur à la date de la présente Note.

Je saisis cette occasion, pour renouveler à Votre Excellence, l'assurance de ma très haute considération.

A :-
S.E Monsieur l'Ambassadeur
des ETATS-UNIS D'AMERIQUE
DJIBOUTI

MOUMIN BAHDON FARAH
MINISTRE DES AFFAIRES ETRANGERES ET
DE LA COOPERATION

TRANSLATION

Republic of Djibouti

Minister of Foreign Affairs
and Cooperation

The Minister

Djibouti, June 3, 1984

No. 84-025/CONF/MAEC

Mr. Ambassador:

I have the honor to acknowlege receipt of note No. 150 dated October 9, 1983, concerning the training of personnel of the National Army of Djibouti and the United States, that reads as follows:

[For text of the U.S. note, see pp. 2-4.]

I have the honor to confirm, on behalf of the Government of the Republic of Djibouti, the foregoing arrangement and to agree that the above-mentioned note should be deemed to constitute an agreement between the two governments that will enter into force on the date of this note.

I avail myself of this opportunity to renew to Your Excellency the assurances of my very high consideration.

[Signature]

Moumin Bahdon Farah
Minister of Foreign Affairs
and Cooperation

His Excellency
The Ambassador of the United States of America,
Djibouti.

UGANDA

Defense: International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Kampala April 6, 1981 and June 15, 1984;
Entered into force June 15, 1984.

The American Embassy to the Ugandan Ministry of Foreign Affairs

60/81

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Government of Uganda and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) Program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government:

A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government:

B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government;

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training (including training materials); and

4. That the recipient country will return to the United States Government such training materials as are no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition. Inasmuch as the IMET Program with the Armed Forces of the Government of Uganda may include training related to defense articles with respect to which the agreement of the Government of Uganda to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this Note, together with the Note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of Uganda shall constitute an agreement between the two governments on this subject, to be effective from the date of the Ministry's Note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

Kampala
06 April 1981

The Ugandan Ministry of Foreign Affairs to the American Embassy

MINISTRY OF FOREIGN AFFAIRS.
P.O. BOX 7048.
KAMPALA. UGANDA.

IN ANY CORRESPONDENCE ON THIS SUBJECT PLEASE QUOTE NO. XS 1153

The Ministry of Foreign Affairs of the Republic of Uganda presents its compliments to the Embassy of the United States and has the honour to refer to the latter's note 60/81 dated 6th April 1981, concerning certain requirements of United States law on the provision of training related to defense articles under the United States International Military Education and Training (IMET) programme.

The Ministry has noted the provisions of the United States law and undertakes on behalf of the Uganda Government to observe the stipulated conditions below:-

1. That the Uganda Government will not, without the consent of the United States Government:

A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the Uganda Government;

B. Transfer or permit any officer, employee or agent of the Uganda Government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the Uganda Government; or

C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the Uganda Government will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government;

3. That the Uganda Government will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training (including training materials); and

4. That the Uganda Government will return to the United States Government such training materials as are no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition. Inasmuch as the IMET Program with the Armed Forces of the Government of Uganda may include training related to defense articles with respect to which the agreement of the Government of Uganda to observe the foregoing conditions is required, the Ministry accepts the Embassy's proposal that its note under reference together with this note shall constitute an agreement between the two governments on the subject with effect from the date of this note.

The Ministry of Foreign Affairs of the Republic of Uganda avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

KAMPALA: 15th June 1984

The Embassy of the United
States of America,
KAMPALA.

TIAS 10984

ZAIRE

Defense: International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Kinshasa December 22, 1983 and June 16, 1984;
Entered into force June 16, 1984.

The American Embassy to the Zairian Department of Foreign Affairs and International Cooperation

No. 326

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs and International Cooperation of the Republic of Zaire, and has the honor to request the assistance of the Department in ensuring compliance with provisions of United States law with respect to the United States International Military Education and Training Program (IMET). The Embassy originally called this matter to the attention of the Department in its Note No. 42 of 23 February 1983.[1]

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country (in this case the Government of Zaire) shall have first agreed to observe certain conditions with respect to such training. The Embassy has the honor to request that the Department respond to this note signifying its acceptance of these conditions.

These conditions are:

1. That the Government of Zaire will not, without the consent of the United States Government:

A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the Government of Zaire;

B. Transfer or permit any officer, employee, or agent of the Government of Zaire to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the Government of Zaire; or

C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

[1] Not printed.

2. That the Government of Zaire will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government.

3. That the Government of Zaire will permit continuous observation and review by, and furnish necessary information to representatives of the United States Government with regard to the use of such training (including training materials); and that the Government of Zaire will return to the United States Government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition.

Inasmuch as the IMET Program with the Government of Zaire may include training related to defense articles with respect to which the agreement of the Government of Zaire to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply signifying the acceptance of the above conditions by the Department of Foreign Affairs and International Cooperation, shall constitute an agreement between the two governments on this subject, to be effective from the date of the Department's note in reply.

The Embassy of the United States of America thanks the Department of Foreign Affairs and International Cooperation for its attention and avails itself of this opportunity to renew to the Department the assurances of its highest consideration.

Embassy of the United States of America

Kinshasa, December 22, 1983

TIAS 10985

The Zairian Department of Foreign Affairs and International Cooperation to the American Embassy

Mouvement Populaire de la Révolution
REPUBLIQUE DU ZAIRE

Kinshasa, le .....

DEPARTEMENT DES AFFAIRES ETRANGERES
ET DE LA COOPERATION INTERNATIONALE

N° 130./ 0606 /84.

CABINET DU COMMISSAIRE D'ETAT.

Objet

Annexe :

The Department of Foreign Affairs and International Cooperation of the Executif Council of Zaire presents its compliments to the Embassy of the United States of America and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) Program. The Executif Council of Zaire understands that the IMET Program is dependent on receipt by the United States Government of written acceptance of certain conditions, which the Executif Council of Zaire hereby gives.

1. The Executif Council of Zaire will not, without the consent of the United States Government :

   A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the Executif Council of Zaire.

   B. Transfer or permit any officer, employee, or agent of the Executif Council of Zaire to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the Executif Council of Zaire ; or

   C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government.

2. The Executif Council of Zaire will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government.

Imprimerie de l'Etat

3. The Executif Council of Zaire will permit continuous observation and review by, and furnish necessary information to representatives of the United States Government with regard to the use of such training (including training materials) ; and the Executif Council of Zaire will return to the United States Government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition.

The Department of Foreign Affairs and International Cooperation avails itself of this opportunity to renew to Embassy of United States of America the assurances of its highest consideration.

Kinshasa, June 16, 1984

Embassy of the
United States of America
Kinshasa.-

GABON

Defense: International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Libreville March 21, 1983 and July 5, 1984;
Entered into force July 5, 1984.

The American Embassy to the Gabonese Ministry of Foreign Affairs

N° 24

The Embassy of The United States of America presents its compliments to the Ministry of Foreign Affairs of The Republic of Gabon, and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under The United States International Military Education and Training (IMET) Program.

The provisions of United Sates law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are :

1. That the recipient Government will not, without the consent of The United States Government :

A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government ;

B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government ; or

C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government ;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government.

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to representatives of The United States Government with regard to the use of such training (including training materials) ; and that the recipient country will return to the United States Government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition.

Inasmuch as the IMET Program with the Government of Gabon may include training related to defense articles with respect to which the agreement of the Government of Gabon to observe the foregoing conditions is required, the Embassy of The United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs of Gabon shall constitute an agreement between the two Governments on this subject, to be effective from the date of the Ministry's Note in reply.

The Embassy of the United States of America takes this opportunity to assure the Ministry of Foreign Affairs of the Republic of Gabon of its highest regards.

EMBASSY OF THE UNITED STATES OF AMERICA
LIBREVILLE, MARCH 21, 1983

The Gabonese Ministry of Foreign Affairs and Cooperation to the American Embassy

MINISTERE DES AFFAIRES ETRANGERES
ET DE LA COOPERATION
SECRETARIAT GENERAL

DIRECTION DES AFFAIRES ADMINISTRATIVES
ET CONSULAIRES

REPUBLIQUE GABONAISE
UNION — TRAVAIL — JUSTICE

N° G 21 /MAEC/SG/D6.-

Le Ministère des Affaires Etrangères et de la Coopération présente ses compliments à l'Ambassade des Etats Unis d'Amérique à Libreville et a l'honneur de lui faire savoir à l'attention des autorités de son pays et en réponse à sa note verbale n° 24 du 21 Mars 1983 au sujet de la coopération militaire entre les deux pays que le Gouvernement de la République Gabonaise accepte les stipulations de la loi des Etats-Unis relatives à la formation des personnels militaires telles qu'elles relèvent des articles concernant le programme International d'Education et de Formation Militaire des Etats-Unis ("United States International Military Education and Training Program") ou Programme I.M.E.T.

Conformément aux termes de la note verbale de l'Ambassade citée ci-dessus, ces conditions régissant cette Coopération se formulent comme suit :

I. Le Gouvernement Gabonais, sans le consentement du Gouvernement des Etats-Unis :

a) n'autorisera la participation à ce programme de formation (ou l'emploi de matériaux de formation) à quiconque n'étant pas officier, fonctionnaire ou agent du Gouvernement Gabonais ;

b) ne procédera au transfert ni n'autorisera un officier, fonctionnaire ou agent du Gouvernement Gabonais à procéder au transfert de connaissances acquises par voie de cette formation (ni matériaux de formation) à titre de don, à titre onéreux ou à tout autre titre à quiconque n'étant pas un officier, un fonctionnaire ou un agent du Gouvernement Gabonais ;

c) ne participera ni n'autorisera la participation à ce programme de formation (ou à l'emploi des matériaux de formation) à des fins autres que celles auxquelles cette formation est assurée par le Gouvernement des Etats-Unis.

II. Le Gouvernement Gabonais veillera à conserver le caractère secret de cette formation (et la protection des matériau de formation) et assurera sensiblement le même degré de protection du secret que celle qui est assurée à ce programme de formation et aux matériaux employés par le Gouvernement des Etats-Unis.

III. Le Gouvernement Gabonais autorisera l'observation et l'examen continuels par des représentants habilités du Gouvernement des Etats-Unis de ce programme de formation ainsi que des matériaux de formation et fournira tous renseignements nécessaires aux fins de cet examen.

Le Gouvernement Gabonais restituera au Gouvernement des Etats-Unis les moyens de formation du programme (y compris les les matériaux de formation) lorsque ces moyens ne seront plus nécessaires pour les besoins pour lesquels ils auront été fournis, à moins que le Gouvernement des Etats-Unis ne consente à ce qu'il en soit disposé d'une autre manière.

Dans la mesure où les présentes rencontrent la satisfaction des autorités de son pays, le Ministère informe l'Ambassade de son accord pour que ledit arrangement entre en vigueur dès réception par l'Ambassade de la présente réponse.

Le Ministère des Affaires Etrangères et de la Coopération tout en remerciant l'Ambassade de sa disponibilité à chaque fois qu'elle est sollicitée pour promouvoir la coopération entre les deux pays, saisit l'occasion qui lui est offerte pour lui renouveler les assurances de sa très haute considération. LIBREVILLE, LE 05 JUILLET 1984.- HB.

AMBASSADE DES ETATS-UNIS
D'AMERIQUE AU GABON.

-LIBREVILLE-

TRANSLATION

Gabonese Republic
Union - Labor - Justice

Ministry of Foreign Affairs and Cooperation
General Secretariat
Office of Administrative and Consular Affairs

No. G 2153/MAEC/SG/D6.

The Ministry of Foreign Affairs and Cooperation presents its compliments to the Embassy of the United States of America at Libreville and, in response to its note verbale No. 24 of March 21, 1983, concerning military cooperation between the two countries, has the honor to inform the United States authorities, through the Embassy, that the Government of the Gabonese Republic accepts the requirements of United States law concerning the training of military personnel as they relate to articles pertaining to the United States International Military Education and Training (IMET) Program.

Embassy of the United States of America in Gabon,
Libreville.

In accordance with the terms of the aforementioned note verbale, the conditions governing such cooperation are as follows:

[For text of the U.S. note, see pp. 2-3.]

Provided the foregoing is acceptable to the United States authorities, the Ministry hereby informs the Embassy of its concurrence that the aforementioned arrangement shall enter into force upon receipt of this response by the Embassy.

The Ministry of Foreign Affairs and Cooperation thanks the Embassy for its unfailing response to requests for greater cooperation between our two countries, and avails itself of this opportunity to renew to it the assurances of its very high consideration.

Libreville, July 5, 1984

[Initialed]

[Ministry stamp]

MAURITANIA

Defense: International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Nouakchott May 21, 1982 and August 26, 1984;
Entered into force August 26, 1984.

The American Embassy to the Mauritanian Ministry of Foreign Affairs

No. 136

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Islamic Republic of Mauritania and has the honor to refer to the provisions of United States law affecting eligibility for U.S. military training under the International Military Education and Training Program (IMET).

The above mentioned provisions of U.S. law prohibit IMET training unless the recipient country previously agrees that it will observe certain conditions regarding such training. These conditions are as follows:

1) The government of Mauritania, without the consent of the United States government:

A) will not permit participation in such training (or the use of training materials) by anyone not an officer, employee or agent of the government of Mauritania;

B) will not transfer or permit transfer by an officer, employee or agent of the government of Mauritania of the information acquired by this training (nor of training materials), as a gift, or in payment or in any other fashion to anyone who is not an officer, employee or agent of the government of Mauritania;

C) will not participate nor authorize participation in this training program (nor the use of training materials) for purposes other than those for which this training is furnished by the United States.

2) The government of Mauritania will maintain the security of such training (and of the training materials) as furnished by the United States government and will provide the same degree of security protection afforded to such training (and training materials) by the United States government.

3) The government of Mauritania will permit continuous observation and review by authorized representatives of the United States government regarding the uses of such training programs (as well as the training materials) and will provide all necessary information pertaining to the review of such training programs and training materials. The government of Mauritania will return to the United States program supplies (including training materials) when these materials are no longer necessary for the purposes which they were provided, unless the United States government consents to other disposition.

Since the IMET program, in which the Mauritanian Armed Forces will participate, is required to conform to the provisions of United States law affecting eligibility for United States military training as mentioned above, the Embassy of the United States has the honor to propose that this note, and the Ministry's reply stating that

the foregoing is acceptable to the Government of Mauritania, constitute an agreement between the two governments on this subject, to enter into force from the date of the Ministry's note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

Embassy of the United States of America,

Nouakchott, May 21, 1982

The Mauritanian Ministry of Foreign Affairs and Cooperation to the American Embassy

بسم الله الرحمن الرحيم

الجمهورية الاسلامية الموريتانية
République Islamique de Mauritanie
شرف - اخاء - عدالة
Honneur — Fraternité — Justice

وزارة الشؤون الخارجية والتعاون

Ministère des Affaires Etrangères et de la Coopération

Nouakchott, le 28 AOUT 1984 نواكشوط في

N° 681 / M.A.E.C /DEA/DA.

Le Ministère des Affaires Etrangères et de la Coopération de la République Islamique de Mauritanie présente ses compliments à l'Ambassade des Etats-Unis d'Amérique à Nouakchott et se référant à sa Note Verbale N° 204 du 29 Juillet 1984 a l'honneur de lui demander de bien vouloir porter à la connaissance des Autorités compétentes américaines que le Gouvernement de la République Islamique de Mauritanie accepte de respecter les conditions régissant la formation du personnel dans le cadre du programme IMET et précisées dans la Note Verbale N° 136 en date du 21 Mai 1982.

Le Ministère des Affaires Etrangères et de la Coopération saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis d'Amérique à Nouakchott, les assurances de sa haute considération.//.

AMBASSADE DES ETATS-UNIS D'AMERIQUE A NOUAKCHOTT./.

TRANSLATION

Islamic Republic of Mauritania

Ministry of Foreign Affairs and Cooperation

No. 68/M.A.E.C./DEA/DA

Nouakchott, August 28, 1984

The Ministry of Foreign Affairs and Cooperation of the Islamic Republic of Mauritania presents its compliments to the Embassy of the United States of America at Nouakchott and with reference to its note verbale No. 204 of July 29, 1984, has the honor to request that it inform the appropriate American authorities that the Government of the Islamic Republic of Mauritania agrees to observe the conditions governing the training of personnel under the IMET program as specified in note verbale No. 136 of May 21, 1982.

The Ministry of Foreign Affairs and Cooperation avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its high consideration.

[Initialed]

[Ministry stamp]

Embassy of the United States of America

at Nouakchott.

BENIN

Defense: International Military Education and Training (IMET)

Agreement effected by exchange of notes
Signed at Cotonou May 15 and October 15, 1984;
Entered into force October 15, 1984.

The American Embassy to the Ministry of Foreign Affairs and Cooperation of Benin

No. 092 (Version Anglaise)

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and Cooperation of the People's Republic of Benin and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) program. The provisions of United States Law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient Government will not, without the consent of the United States Government:

A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient Government;

B. Transfer or permit any officer, employee, or agent of the recipient Government to transfer such training otherwise to anyone not an officer, employee, or agent of the recipient Government; or

C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

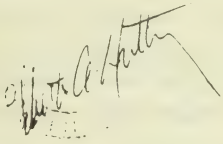
2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government.

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to representatives of the United States Government with regard to the use of such training (including training materials) and that the recipient country will return to the United States Government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States Government consents to some other dispositions.

Inasmuch as the IMET program with the Government of the People's Republic of Benin may include training related to defense articles with respect to which the agreement of the Government of the People's Republic of Benin to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with

the note in reply of the Ministry of Foreign Affairs of the People's Republic of Benin shall constitute an agreement between the two Governments on this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America thanks the Ministry of Foreign Affairs and Cooperation of the People's Republic of Benin for its kind collaboration and avails itself of this opportunity to renew to it, the assurances of its highest consideration.



Embassy of the United States of America

Cotonou, May 15, 1984

The Ministry of Foreign Affairs and Cooperation of Benin to the American Embassy

REPUBLIQUE POPULAIRE DU BENIN

MINISTÈRE
DES AFFAIRES ÉTRANGÈRES
ET DE LA COOPÉRATION

DIRECTION GÉNÉRALE DU MINISTÈRE

DIRECTION
DES AFFAIRES CONSULAIRES

COTONOU, LE ..... 19.....

N° [illegible] /M.A.E.C./D.G.M./D.A.C./SA.

Le Ministère des Affaires Etrangères et de la Coopération de la République Populaire du Bénin présente ses compliments à l'Ambassade des Etats-Unis d'Amérique à Cotonou et a l'honneur de se référer à sa note verbale n° 092 du 15 Mai 1984 relative au programme d'Assistance et de Formation Militaire.

Le Ministère voudrait confirmer à l'Ambassade des Etats-Unis que l'Accord qui a été conclu à ce sujet, n'a jamais été résilié et demeure toujours appliquable.

Le Ministère a noté les changements qu'il y a eu depuis la mise en application de cet Accord jusqu'à présent, surtout l'établissement d'une nouvelle autorité juridique pour l'instruction et la formation militaire suivant la Loi de 1976.

Compte tenu de ces changements, le Ministère des Affaires Etrangères et de la Coopération voudrait porter à la connaissance des Autorités Américaines que les dispositions requises mentionnées dans la note verbale n° 092 sont acceptables pour le Gouvernement de la République Populaire du Bénin.

Le Ministère des Affaires Etrangères et de la Coopération de la République Populaire du Bénin remercie l'Ambassade des Etats-Unis d'Amérique de son obligeante entremise et saisit cette occasion pour lui renouveler les assurances de sa haute considération./.-

AMBASSADE
DES ETATS-UNIS
D'AMERIQUE

- COTONOU -

COTONOU, LE [illegible]

TIAS 10988

TRANSLATION

People's Republic of Benin

Ministry of Foreign Affairs and Cooperation
Executive Bureau of the Ministry
Office of Consular Affairs

No. 2012/M.A.E.C./D.G.M./D.A.C./SAM

The Ministry of Foreign Affairs and Cooperation of the People's Republic of Benin presents its compliments to the Embassy of the United States of America at Cotonou and has the honor to refer to its note verbale No. 092 of May 15, 1984, concerning the assistance and military training program.

The Ministry would like to confirm to the United States Embassy that the agreement signed on this subject was never terminated and remains applicable.

The Ministry has noted the changes which there have been since the implementation of this agreement, particularly the establishment of a new legal authority for military instruction and training pursuant to the Law of 1976.

Embassy of the United States of America

Bearing these changes in mind, the Ministry of Foreign Affairs and Cooperation would like to inform the American authorities that the requirements set forth in note verbale No. 92 are acceptable to the Government of the People's Republic of Benin.

The Ministry of Foreign Affairs and Cooperation of the People's Republic of Benin thanks the Embassy of the United States of America for its helpful intervention and avails itself of this opportunity to renew to it the assurances of its high consideration.

October 15, 1984

[Initialed]

[Ministry stamp]

TRINIDAD AND TOBAGO

Defense: International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Port of Spain December 29, 1983 and November 16, 1984;
Entered into force November 16, 1984.
With aide memoire.

The American Embassy to the Ministry of External Affairs of Trinidad and Tobago

No. 183

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs of the Republic of Trinidad and Tobago and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) Program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government:

A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

C. Use or permit the use of such training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government.

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training (including training materials); and that the recipient country will return to the United States Government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition.

Inasmuch as the IMET program with the Government of Trinidad and Tobago may include training related to defense articles, with respect to which the agreement of the Government of Trinidad and Tobago to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of External Affairs of the Government of Trinidad and Tobago, shall constitute an agreement between the two governments on this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of External Affairs of the Republic of Trinidad and Tobago the assurances of its highest consideration.

Embassy of the United States of America,

Port of Spain, December 29, 1983.

AIDE MEMOIRE

Referring to ongoing consultations between Ministry of External Affairs officials and officials of the Embassy of the United States of America concerning the United States International Military Education and Training (IMET) Program, which the Embassy explained in its note no. 183 of December 29, 1983, the Embassy wishes to clarify the phrase in paragraph three of its note which refers to "continuous observation and review" by representatives of the United States Government.

The wording of the IMET agreement is standard and comes from U. S. statute. Nevertheless, it appears that the provision for "continuous" observation and review would be infeasible to implement and should be interpreted as meaning "regular" observation and review. The Embassy assures the Ministry that the intent is not to hamper the training program and that any visit for observation and review would be planned in advance and coordinated with the appropriate Trinidad and Tobago Government and Military authorities. To our knowledge, the actual implementation of this provision has never caused a problem with a recipient government.

Embassy of the United States of America,
Port of Spain, July 11, 1984.

The Ministry of External Affairs of Trinidad and Tobago to the American Embassy

No. 890

The Ministry of External Affairs of the Republic of Trinidad and Tobago presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 183 of 29 December 1983 and its Aide Memoire of 11 July 1984 both of which conveyed an invitation and related information concerning participation by the Government of Trinidad and Tobago in the United States International Military Education and Training Programme (IMET).

The Ministry has the further honour to inform the Embassy that the Government of Trinidad and Tobago is pleased to accept the invitation of the Government of the United States to participate in the IMET programme.

The Ministry wishes to advise the Embassy that in accordance with the Embassy's proposal, this Note and the Embassy's Note 183 of 29 December, 1983 read together with the Embassy's Aide Memoire of 11 July 1984 now constitute an agreement between the two Governments on this subject with effect from 16 November, 1984.

The Ministry of External Affairs of the Republic of Trinidad and Tobago avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

MINISTRY OF EXTERNAL AFFAIRS TRINIDAD AND TOBAGO

Port of Spain, November 16, 1984.

BRAZIL

Science and Technology

Agreement signed at Brasilia February 6, 1984;
Entered into force May 15, 1986.

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE FEDERATIVE REPUBLIC OF BRAZIL RELATING TO COOPERATION IN SCIENCE AND TECHNOLOGY

The Government of the United States of America
and
The Government of the Federative Republic of Brazil,

hereinafter referred to as the Contracting Parties,

In light of their shared goals of economic and social development and of the improvement of the quality of life of their people;

Noting the mutual benefits which have accrued to both sides under the Agreement on a Program of Scientific Cooperation between the United States of America and the Federative Republic of Brazil signed at Brasilia, December 1, 1971;[1]

Recognizing that continued scientific and technological cooperation between the two nations will advance the state of science, raise the level of technology, and contribute to attaining their common goals; and

Realizing also that such cooperation will strengthen the bonds of friendship between the people of their two countries;

Have agreed as follows:

Article I

1. The Contracting Parties will undertake and promote a broad program of scientific and technological cooperation according to priorities which shall be established periodically.

2. In pursuit of the goals of this Agreement, each Contracting Party shall encourage and facilitate, as it deems appropriate, the development of direct contacts and cooperation between governmental agencies, universities, research centers, industrial firms and other institutions of the two countries. Specific complementary working arrangements, hereinafter referred to as "implementing arrangements", will be concluded for carrying out the mutually agreed upon activities under this Agreement.

[1] TIAS 7221; 22 UST 1799.

3. Implementing arrangements setting forth details and procedures of the specific cooperative activities under this Agreement may be made between the governmental agencies of the two countries or between the Contracting Parties.

4. When the Contracting Parties and the pertinent cooperating entities desire to bring under the terms of this Agreement science and technology arrangements between private sector organizations on the two sides, or between a private sector organization on one side and a governmental agency on the other side, that will be accomplished through diplomatic means. This provision shall not be construed to prejudice arrangements which are not brought under the terms of this Agreement.

Article II

1. The cooperative activities under this Agreement shall seek to strengthen cooperation between scientists and engineers of the Contracting Parties by providing them with opportunities to exchange knowledge, ideas and techniques; to collaborate on the solution of problems of mutual interest; and to work together on the basis of mutual benefit.

2. The extensive interchange of scientists and engineers is encouraged, in recognition that the personal interactions are instrumental in reaping the full benefits of cooperation.

Article III

1. The cooperative activities under this Agreement and its implementing arrangements may include exchanges of scientists and engineers, exchanges of scientific and technical information, the holding of joint seminars and meetings, and the carrying out of joint research projects and other types of activities which will contribute to achieving the goals and objectives of the Agreement.

2. Cooperation under this Agreement may be undertaken in the fields of agriculture, health, oceanography, space, metrology, natural resources, basic sciences, environment, engineering, industrial technology, and such other areas of science and technology and their management as may be agreed upon by the Contracting Parties.

3. The scientists and engineers who participate in the program may come from governmental agencies, academic institutions, and, when mutually agreed upon by the Contracting Parties, private firms or other types of organizations.

Article IV

This Agreement and its implementing arrangements shall be concluded and implemented in accordance with the laws and administrative practices of each Contracting Party.

Article V

1. Each Contracting Party normally shall bear the cost of its participation in cooperative activities carried out under this Agreement, subject to the availability of funds and following the procedures to be mutually worked out in the implementing arrangements.

2. The Contracting Parties may also agree upon other means for financing.

Article VI

1. Each Government shall facilitate entry to and exit from its territory of personnel working on or equipment used in cooperative activities under this Agreement and its implementing arrangements.

2. Such facilitation shall include visas appropriate to the situation, and exemption from import duties and taxes on personal effects and initial arrival of household effects.

3. Subject to applicable bond requirements, each Contracting Party shall exempt from all taxes and duties both the imports and exports from one country to the other of possessions, equipment and materials necessary for the implementation of this Agreement and its implementing arrangements. Such possessions, equipment and materials will be reexported to the sending Contracting Party when the programs and projects for which they were destined end, except when the possessions, equipment and materials are donated, destroyed, abandoned, or sold to the receiving Contracting Party, or the possessions, equipment and materials are used up. Possessions, equipment and materials imported free of taxes and duties under this Agreement and its implementing arrangements cannot be sold without the consent of the receiving Contracting Party.

Article VII

1. The disposition of patents, designs, trade secrets, copyrights, and all other intellectual property arising from the cooperative activities under this Agreement may be provided for in the implementing arrangements referred to in Article I.

2. Scientific and technological information of a non-proprietary nature derived from the cooperative activities conducted under this Agreement and its implementing arrangements may be made publicly available to the world scientific and technological community through customary channels and in accordance with the normal procedures of the participants. However, through the implementing arrangements, participants may agree to restrict dissemination of such information.

Article VIII

1. The two Contracting Parties agree to establish the United States-Brazil Joint Commission on Science and Technology Cooperation, hereinafter referred to as the "Joint Commission". For the Government of the United States of America, the executive agency will be the Department of State. For the Government of the Federative Republic of Brazil, the executive agency will be the Ministry of External Relations. Each executive agency shall designate a chairman and its members of the Joint Commission. The Joint Commission shall adopt procedures for its operations and shall meet alternately in the United States and in Brazil on dates to be determined through diplomatic channels, when deemed useful and convenient by both Contracting Parties.

2. The Joint Commission shall be responsible for:

a) the planning and coordination of cooperative activities in science and technology under this Agreement and its implementing arrangements;

b) the review of cooperative activities under this Agreement and the implementing arrangements as well as proposals of new cooperative projects;

c) the presentation of recommendations to both Contracting Parties pertaining to the implementation of this Agreement; and

d) such further functions as are agreed upon between the Contracting Parties.

3. To carry out its functions, the Joint Commission may, when necessary, create temporary or permanent joint subcommittees or working groups.

4. The Joint Commission shall be kept informed of the progress of the cooperative activities initiated under the implementing arrangements.

5. Policy level communications under this Agreement during the periods between sessions of the Joint Commission shall be conducted through diplomatic channels or by other means to be designated by each Contracting Party.

Article IX

Nothing in this Agreement shall preclude other arrangements for scientific and technological cooperation.

Article X

Upon approval by both Contracting Parties, scientists, engineers, governmental agencies and institutions of third countries and international organizations may participate in projects and programs being carried out under this Agreement and its implementing arrangements.

Article XI

1. This Agreement shall enter into force upon receipt of notification that the Contracting Parties have completed their procedural requirements,[1] at which time it shall supersede the Agreement on a Program of Scientific Cooperation between the United States of America and the Federative Republic of Brazil signed December 1, 1971, as amended and extended.[2] It shall remain in force for five years. It may be modified or extended by written agreement of the two Contracting Parties.

2. Either Contracting Party may terminate this Agreement at any time by giving written notice six months in advance of such termination. The termination of this Agreement shall not affect the validity or duration of any implementing arrangements made under it.

In witness whereof, the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

Done in duplicate at Brasília, this 6th day of February 1984, in the English and Portuguese languages, both texts being equally authoritative.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

George P. Shultz [3]

[SEAL]

FOR THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL:

R S Guerreiro [4]

[SEAL]

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1 May 15, 1986.
2 TIAS 7221, 8749, 10398, 10606, 10719, 10852; 22 UST 1799; 28 UST 8151.
3 George P. Shultz.
4 R. S. Guerreiro.

ACORDO ENTRE OS ESTADOS UNIDOS DA AMERICA E A REPOBLICA FEDERATIVA DO BRASIL RELATIVO A COOPERAÇÃO EM CIENCIA E TECNOLOGIA

O Governo dos Estados Unidos da América
e
O Governo da República Federativa do Brasil,

referidos doravante como Partes Contratantes:

A LUZ dos objetivos comuns de desenvolvimento econômico e social e de melhoria da qualidade de vida de seus povos;

CONSIDERANDO os benefícios mútuos proporcionados a ambas as partes em decorrência do Acordo sobre um Programa de Cooperação Científica entre os Estados Unidos da América e a República Federativa do Brasil, assinado em Brasília, a 1 de dezembro de 1971;

RECONHECENDO que a continuada cooperação científico-tecnológica entre os dois países fará progredir o estado da ciência, elevará o nível tecnológico e contribuirá para a consecução dos seus objetivos comuns; e

CONSIDERANDO também que tal cooperação fortalecerá os laços de amizade entre os povos dos seus dois países;

ACORDARAM no seguinte:

Artigo I

1. As Partes Contratantes empreenderão e promoverão um amplo programa de cooperação científica e tecnológica, de conformidade com prioridades a serem periodicamente estabelecidas.

2. Para a consecução dos objetivos do presente Acordo, cada uma das Partes Contratantes incentivará e facilitará, segundo julgar apropriado, o desenvolvimento de contactos diretos e de cooperação entre órgãos governamentais, universidades, centros de pesquisa, empresas industriais e outras instituições dos dois países. Ajustes de trabalho complementares específicos, doravante referidos como "ajustes complementares", serão concluídos para a execução das atividades mutuamente acordadas no quadro do presente Acordo.

3. Ajustes complementares que estabeleçam os pormenores e procedimentos das atividades específicas de cooperação regidas pelo presente Acordo poderão ser concluídos entre órgãos governamentais dos dois países ou entre as Partes Contratantes.

4. Quando as Partes Contratantes e as instituições pertinentes interessadas na cooperação desejarem subordinar aos termos deste Acordo ajustes em matéria de ciência e tecnologia entre entidades do setor privado de ambas as partes ou entre uma entidade do setor privado de uma parte e um órgão governamental da outra parte, isto se realizará por via diplomática. Este dispositivo não poderá ser interpretado em detrimento de ajustes que não estejam subordinados aos termos do presente Acordo.

Artigo II

1. As atividades de cooperação no quadro do presente Acordo buscarão fortalecer a cooperação entre cientistas e engenheiros das Partes Contratantes, proporcionando-lhes oportunidades para trocar conhecimentos, idéias e técnicas, para colaborar na solução de problemas de interesse mútuo e para trabalhar conjuntamente em benefício recíproco.

2. O intercâmbio amplo de cientistas e engenheiros é incentivado, no reconhecimento de que interações pessoais são proveitosas para obtenção dos benefícios plenos da cooperação.

Artigo III

1. As atividades de cooperação no quadro do presente Acordo e dos ajustes complementares dele decorrentes poderão incluir o intercâmbio de cientistas e engenheiros, o intercâmbio de informação científica e técnica, a realização de seminários e reuniões conjuntos, assim como a realização de projetos conjuntos de pesquisa e outros tipos de atividades que contribuam para a consecução das metas e objetivos do Acordo.

2. A cooperação regida pelo presente Acordo poderá ser empreendida nos campos da agricultura, saúde, oceanografia, espaço, metrologia, recursos naturais, ciências básicas, meio ambiente, engenharia, tecnologia industrial e quaisquer outras áreas científicas e tecnológicas e seus aspectos administrativos que vierem a ser acordados pelas Partes Contratantes.

3. Os cientistas e engenheiros que participarem neste programa poderão provir de órgãos governamentais, instituições acadêmicas e, quando assim o acordarem as Partes Contratantes, de empresas privadas ou outros tipos de organizações.

Artigo IV

O presente Acordo e seus ajustes complementares serão concluídos e implementados de conformidade com as leis e as práticas administrativas de cada Parte Contratante.

Artigo V

1. Cada Parte Contratante arcará normalmente com os custos de sua participação nas atividades de cooperação efetuadas no quadro do presente Acordo, segundo a disponibilidade de recursos e conforme os procedimentos a serem mutuamente estabelecidos nos ajustes complementares.

2. As Partes Contratantes poderão também acordar outros meios de financiamento.

Artigo VI

1. Cada Governo facilitará a entrada no seu território, bem como a saída do mesmo, de pessoal ou equipamento vinculado a atividades de cooperação no quadro do presente Acordo e respectivos ajustes complementares.

2. Tais facilidades incluirão vistos adequados às circunstâncias, bem como a isenção de taxas de importação e impostos incidentes sobre bens de uso pessoal e chegada inicial de objetos de uso doméstico.

3. Sujeitos aos requisitos alfandegários aplicáveis, cada Parte Contratante isentará de todos os impostos e direitos aduaneiros tanto as importações quanto as exportações de um país para o outro de bens, equipamentos e materiais necessários à implementação do presente Acordo e de seus ajustes complementares. Tais bens, equipamentos e materiais serão reexportados para a Parte Contratante de origem tão pronto terminem os programas e projetos aos quais se destinam, exceto quando tais bens, equipamentos e materiais forem doados, destruídos, abandonados ou vendidos à Parte Contratante recipiente, ou quando os mesmos forem totalmente consumidos. Os bens, equipamentos e materiais importados com isenção de impostos e direitos aduaneiros com base no presente Acordo e seus respectivos ajustes complementares não poderão ser vendidos sem o consentimento da Parte Contratante recipiente.

Artigo VII

1. **Dispositivos referentes a patentes, desenhos, segredos comerciais, direitos autorais e a quaisquer outras propriedades intelectuais decorrentes das atividades de cooperação no quadro do presente Acordo poderão ser estabelecidos nos ajustes complementares, a que se refere o Artigo I.**

2. Informações científicas e tecnológicas de natureza não-proprietária emanadas de atividades de cooperação realizadas no quadro do presente Acordo e de seus ajustes complementares poderão ser divulgadas à comunidade científica e tecnológica mundial através dos canais costumeiros e de acordo com os procedimentos normais dos participantes. Contudo, através dos ajustes complementares, os participantes poderão concordar em restringir a disseminação de tais informações.

Artigo VIII

1. As Partes Contratantes concordam em estabelecer a Comissão Mista Estados Unidos - Brasil de Cooperação Científica e Tecnológica, doravante referida como "Comissão Mista". No tocante ao Governo dos Estados Unidos da América, o órgão executor será o Departamento de Estado. No tocante ao Governo da República Federativa do Brasil, o órgão executor será o Ministério das Relações Exteriores. Cada órgão executor nomeará um presidente e seus membros na Comissão Mista. Esta adotará procedimentos para as suas atividades e se reunirá, alternadamente, nos Estados Unidos e no Brasil, em datas a serem determinadas através dos canais diplomáticos, quando ambas as Partes Contratantes o julgarem útil e conveniente.

2. A Comissão Mista será responsável por:

a) planejamento e coordenação das atividades de cooperação científica e tecnológica no quadro do presente Acordo e de seus ajustes complementares;

b) exame das atividades de cooperação no quadro do presente Acordo e seus ajustes complementares, bem como de propostas de novos projetos de cooperação;

c) apresentação de recomendações a ambas as Partes Contratantes sobre a implementação do presente Acordo; e

d) outras funções que vierem a ser acordadas entre as Partes Contratantes.

3. Para exercer suas funções, a Comissão Mista poderá, quando necessário, criar subcomissões ou grupos de trabalho conjuntos, temporários ou permanentes.

4. A Comissão Mista será mantida a par do andamento das atividades de cooperação realizadas no quadro dos ajustes complementares.

5. Comunicações em nível político, no quadro deste Acordo, durante os períodos intersessionais da Comissão Mista, serão feitas através dos canais diplomáticos ou por outros meios a serem designados por cada Parte Contratante.

Artigo IX

Nenhum dos dispositivos do presente Acordo servirá de impedimento a outros ajustes de cooperação científica e tecnológica.

Artigo X

Mediante aprovação por ambas as Partes Contratantes, cientistas, engenheiros, órgãos governamentais e instituições de terceiros países e organizações internacionais poderão participar em projetos e programas que se executarem com base no presente Acordo e seus ajustes complementares.

Artigo XI

1. O presente Acordo entrará em vigor na data de recebimento da notificação de que as Partes Contratantes completaram os necessários procedimentos internos, ocasião em que passará a substituir o Acordo sobre um Programa de Cooperação Científica entre os Estados Unidos da América e a República Federativa do Brasil, assinado em 1 de dezembro de 1971, conforme emendado e prorrogado. O presente Acordo terá a vigência de cinco (5) anos. Poderá ser modificado ou prorrogado mediante entendimento por escrito de ambas as Partes Contratantes.

2. Qualquer das Partes Contratantes poderá denunciar o presente Acordo mediante notificação por escrito, com antecedência de seis meses. A denúncia do presente Acordo não afetará a validade nem a duração de quaisquer dos ajustes complementares concluídos ao abrigo do mesmo.

Em testemunho do quê, os abaixo-assinados, devidamente autorizados pelos seus respectivos Governos, assinaram o presente Acordo.

Feito, em dois exemplares, em Brasília, em 6 de fevereiro de 1984, nas línguas inglesa e portuguesa, ambos os textos fazendo igualmente fé.

PELO GOVERNO DOS ESTADOS UNIDOS DA AMERICA:

George P. Shultz

PELO GOVERNO DA REPÚBLICA FEDERATIVA DO BRASIL:

R. S. Guerreiro

THAILAND

Cooperation in Science and Technology

Agreement signed at Washington April 13, 1984;
Entered into force April 13, 1984.

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE KINGDOM OF THAILAND
ON COOPERATION IN SCIENCE AND TECHNOLOGY

The Government of the United States of America and the Government of the Kingdom of Thailand.

Desiring to promote further the close and friendly relations existing between them,

Considering their common interest in promoting cooperation in science and technology,

Noting the importance of science and technology for development,

Recognizing the benefits to be derived by both countries from close cooperation in these fields,

Have agreed as follows:

ARTICLE I

The two Governments, hereinafter referred to as the "Parties", shall promote cooperation between the two countries in science and technology.

The principal purposes of this Agreement are to strengthen the scientific and technological capabilities of both countries, and to broaden and expand relations between their scientific and technological communities.

ARTICLE II

Pursuant to the aims of this Agreement, the two Parties will encourage and facilitate, where appropriate, the development of direct contacts and cooperation between governmental agencies, universities, research centers and private sector institutions and firms of the two countries, and the conclusion of implementing arrangements between them for the conduct of cooperative activities under this Agreement. The areas of and procedures for cooperation as well as conduct of cooperative activities shall be specified in those implementing arrangements. Each Party may adopt whatever internal procedures it deems appropriate to its participation in cooperative activities under this Agreement.

ARTICLE III

(1) Cooperation under this Agreement will be undertaken in mutually agreed areas pertaining to agriculture, health, energy, space, environment, natural resources and hazards, and such other areas of science and technology, including technology relevant to providing the basis for agricultural and industrial development, as may be agreed.

(2) The cooperation contemplated in this Agreement may include exchanges of scientific and technological information, exchanges of scientists and other research and technical personnel, the conduct of joint or coordinated research projects, the convening of joint seminars and meetings, and other forms of scientific and technological cooperation as may be mutually agreed.

ARTICLE IV

Unless otherwise provided for in an implementing arrangement, each Party or participating entity shall bear the cost of its participation and that of its personnel in cooperative activities under this Agreement. Should either Party or an entity thereof wish to use technical or professional services made available to it by the other Party, the assumption of costs, both direct and indirect, shall be agreed upon by the entities involved.

ARTICLE V

Cooperative activities under this Agreement shall be subject to the availability of appropriated funds and to the applicable laws and regulations in each country.

ARTICLE VI

In order to promote the implementation of this Agreement, representatives of the Parties shall meet as required to exchange information on the progress of programs, projects, and activities of common interest. Experts or groups of experts may be appointed to discuss individual questions.

ARTICLE VII

Each Party Shall:

(1) Use its best efforts to facilitate entry into and exit from its territory, in accordance with its laws and regulations, of personnel and equipment engaged or used in projects and programs under this Agreement;

(2) Exempt such personnel of the other Party from customs duties, and other taxes of similar nature, on personal and household effects imported within six months of the initial arrival of the personnel owning such personal and household effects;

(3) Exempt such personnel of the other Party from customs duties, and other taxes of similar nature, in respect of the importation, within six months of their initial arrival, of one motor vehicle per individual assigned to stay for at least one year in its territory. Such a motor vehicle will be subject to payment of customs duties and taxes if it is subsequently sold or transferred to any individual or organization not entitled to exemption from such duties and taxes or similar privileges; and

(4) Exempt from all customs duties, and other taxes of similar nature, both of imports and exports from one country to the other of equipment and materials necessary for the implementation of this Agreement and of such implementing arrangements as may be approved by both Parties, subject to bond requirements where applicable and subject to their re-exportation to the sending Party, or to the termination of the useful life of such equipment and materials, or to the disposal of same to the receiving Party in accordance with the latter's laws and regulations.

ARTICLE VIII

(1) Scientific and technological information of a nonproprietary nature arising from the cooperative activities under this Agreement shall be made available, unless it is agreed otherwise under specific circumstances, to the world scientific community through customary channels and in accordance with the normal procedures of the participating entities.

(2) The disposition of patents, designs and other industrial and intellectual property arising from the cooperative activities under this Agreement will be provided for in the implementing arrangements referred to in Article II.

ARTICLE IX

Scientists, technical experts, governmental agencies and institutions of third countries or international organizations may, in appropriate cases and when approved by both Parties, be invited to participate, at their own expense unless otherwise agreed, in projects and programs being carried out under this Agreement.

ARTICLE X

Nothing in this Agreement shall be construed to prejudice existing arrangements for scientific and technological cooperation between individuals and entities of the two countries. When any existing arrangements are extended, they may be brought within the terms of this Agreement as appropriate and as agreed by the Parties.

ARTICLE XI

Disputes concerning the interpretation or application of this Agreement shall be resolved amicably by consultation between the two Parties.

ARTICLE XII

(1) This Agreement shall enter into force upon signature and shall remain in force for five years. It may be modified or extended by written agreement of the Parties.

(2) The termination of this Agreement shall not affect the validity or duration of any implementing arrangements made under it.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Washington this thirteenth day of April, 1984 in duplicate in the English and Thai language, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

George P. Shultz
Secretary of State

FOR THE GOVERNMENT OF THE KINGDOM OF THAILAND:

Air Chief Marshal
(Siddhi Savetsila)
Minister of Foreign Affairs

ความตกลง

ระหว่าง

สหรัฐอเมริกาและราชอาณาจักรไทย

ว่าด้วยความร่วมมือด้านวิทยาศาสตร์และเทคโนโลยี

รัฐบาลแห่งสหรัฐอเมริกาและรัฐบาลแห่งราชอาณาจักรไทย

ปรารถนาที่จะส่งเสริมความสัมพันธ์อันมิตรและใกล้ชิดซึ่งมีอยู่ระหว่างประเทศทั้งสองให้แน่นแฟ้นยิ่งขึ้น

คำนึงถึงผลประโยชน์ร่วมกันในการส่งเสริมความร่วมมือด้านวิทยาศาสตร์และเทคโนโลยี

เล็งเห็นความสำคัญของวิทยาศาสตร์และเทคโนโลยีเพื่อการพัฒนา

ตระหนักถึงผลประโยชน์ที่ประเทศทั้งสองจะได้รับจากความร่วมมืออย่างใกล้ชิดในสาขาเหล่านี้

ได้ตกลงกันดังต่อไปนี้

ข้อ ๑

รัฐบาลทั้งสองฝ่ายซึ่งต่อไปนี้จะเรียกว่า "ภาคี" จะส่งเสริมความร่วมมือระหว่างประเทศทั้งสองด้านวิทยาศาสตร์และเทคโนโลยี

วัตถุประสงค์หลักแห่งความตกลงนี้เพื่อเพิ่มพูนขีดความสามารถด้านวิทยาศาสตร์และเทคโนโลยีของประเทศทั้งสองและเพื่อขยายความสัมพันธ์ระหว่างชุมชนวิทยาศาสตร์และเทคโนโลยีของทั้งสองประเทศ

ข้อ ๒

เพื่อดำเนินการตามความมุ่งประสงค์แห่งความตกลงนี้ ภาคีทั้งสองฝ่ายจะส่งเสริมและอำนวยความสะดวกตามที่สมควร แก่การพัฒนาการติดต่อและความร่วมมือโดยตรง

ระหว่างหน่วยราชการ มหาวิทยาลัย ศูนย์วิจัยและสถาบันภาคเอกชนและหน่วยธุรกิจ ของประเทศทั้งสอง และการจัดทำข้อตกลงดำเนินการระหว่างหน่วยงานเหล่านี้เพื่อการปฏิบัติกิจกรรมร่วมมือภายใต้ความตกลงนี้ ขอบเขตและวิธีการของความร่วมมือ ตลอดจนการปฏิบัติกิจกรรมร่วมมือจะระบุไว้ในข้อตกลงดำเนินการเหล่านั้น ภาคีแต่ละฝ่ายอาจกำหนดระเบียบการภายในใด ๆ ตามที่เห็นสมควร แก่การเข้าร่วมของฝ่ายตนในกิจกรรมร่วมมือภายใต้ความตกลงนี้

ข้อ ๓

๑. ความร่วมมือภายใต้ความตกลงนี้จะดำเนินการในขอบเขตที่ได้ตกลงร่วมกันในเรื่องการเกษตร อนามัย พลังงาน อวกาศ สิ่งแวดล้อม ทรัพยากรธรรมชาติและภัยพิบัติ และขอบเขตอื่น ๆ ด้านวิทยาศาสตร์และเทคโนโลยี รวมทั้งเทคโนโลยีที่เกี่ยวข้องกับการวางรากฐานสำหรับการพัฒนาทางการเกษตรและอุตสาหกรรมตามที่จะตกลงกัน

๒. ความร่วมมือที่มุ่งหวังไว้ในความตกลงนี้ อาจรวมถึงการแลกเปลี่ยนข้อสนเทศทางวิทยาศาสตร์และเทคโนโลยี การแลกเปลี่ยนนักวิทยาศาสตร์และเจ้าหน้าที่ด้านวิจัยและวิชาการอื่น ๆ การปฏิบัติโครงการวิจัยร่วมกันหรือประสานงานกัน จัดการสัมมนาและประชุมร่วมกัน และรูปแบบอื่น ๆ ของความร่วมมือด้านวิทยาศาสตร์และเทคโนโลยีตามที่จะตกลงร่วมกัน

ข้อ ๔

เว้นแต่จะกำหนดไว้เป็นอย่างอื่นในข้อตกลงดำเนินการ ภาคีแต่ละฝ่ายหรือหน่วยที่เข้าร่วมจะรับภาระค่าใช้จ่ายในการเข้าร่วมของฝ่ายตนและค่าใช้จ่ายของเจ้าหน้าที่ฝ่ายตนในกิจกรรมร่วมมือภายใต้ความตกลงนี้ หากภาคีฝ่ายหนึ่งฝ่ายใดหรือหน่วยงานของภาคีฝ่ายหนึ่งฝ่ายใดประสงค์ที่จะใช้บริการด้านวิชาการหรือวิชาชีพที่ภาคีอีกฝ่ายหนึ่งจัดไว้ให้ การรับภาระต่อค่าใช้จ่ายทั้งทางตรงและทางอ้อมให้ตกลงกันโดยหน่วยที่เกี่ยวข้อง

ข้อ ๕

กิจกรรมร่วมมือภายใต้ความตกลงนี้จะขึ้นอยู่กับการมีเงินทุนที่ตั้งไว้เป็นพิเศษ และกฎหมายและระเบียบข้อบังคับที่ใช้อยู่ในแต่ละประเทศ

ข้อ ๖

เพื่อส่งเสริมการปฏิบัติการตามความตกลงนี้ ผู้แทนของภาคีทั้งสองจะประชุมกันตามที่ต้องการเพื่อแลกเปลี่ยนข้อสนเทศเกี่ยวกับความก้าวหน้าของแผนงาน โครงการ และกิจกรรมที่มีผลประโยชน์ร่วมกัน ผู้เชี่ยวชาญหรือกลุ่มผู้เชี่ยวชาญอาจได้รับแต่งตั้งเพื่อพิจารณาปัญหาเรื่องใดเรื่องหนึ่ง

ข้อ ๗

ภาคีแต่ละฝ่ายจะ

๑. ใช้ความพยายามอย่างดีที่สุดเพื่ออำนวยความสะดวกในการเข้ามาและออกไปจากอาณาเขตของตน ของเจ้าหน้าที่และอุปกรณ์ที่ปฏิบัติงานหรือใช้ในโครงการและแผนงานภายใต้ความตกลงนี้ ตามกฎหมายและระเบียบข้อบังคับของตน

๒. ยกเว้นเจ้าหน้าที่ดังกล่าวของภาคีอีกฝ่ายหนึ่งจากอากรศุลกากร และภาษีอื่น ๆ ที่มีลักษณะเดียวกัน ที่เรียกเก็บจากเครื่องใช้ส่วนตัวและครัวเรือน ซึ่งนำเข้ามาภายในระยะเวลาหกเดือนในการเดินทางมาถึงครั้งแรกของเจ้าหน้าที่ผู้เป็นเจ้าของเครื่องใช้ส่วนตัวและครัวเรือนดังกล่าว

๓. ยกเว้นเจ้าหน้าที่ดังกล่าวของภาคีอีกฝ่ายหนึ่งจากอากรศุลกากร และภาษีอื่น ๆ ที่มีลักษณะเดียวกัน ในส่วนที่เกี่ยวกับการนำเข้าภายในระยะเวลาหกเดือนในการเดินทางมาถึงครั้งแรกของเจ้าหน้าที่ ซึ่งรถยนต์หนึ่งคันต่อคนผู้ได้รับมอบหน้าที่มาประจำในอาณาเขตของตนเป็นเวลาไม่น้อยกว่าหนึ่งปี รถยนต์ดังกล่าวจะถูกเก็บอากรศุลกากรและภาษี หากต่อมาได้ขาย

หรือโอนไปให้บุคคลหรือองค์การใด ๆ ที่ไม่มีสิทธิได้รับการยกเว้นจากอากรและภาษีดังกล่าว หรือสิทธิพิเศษอื่น ๆ ที่คล้ายกัน และ

๔. ยกเว้นจากอากรศุลกากรทั้งปวง และภาษีอื่น ๆ ที่มีลักษณะเดียวกัน ทั้งการนำเข้าและส่งออกจากประเทศหนึ่งไปสู่อีกประเทศหนึ่ง ซึ่งอุปกรณ์และวัสดุที่จำเป็นสำหรับการปฏิบัติการตามความตกลงนี้ และตามข้อตกลงดำเนินการตามที่ภาคีทั้งสองจะให้ความเห็นชอบ ทั้งนี้ขึ้นอยู่กับข้อกำหนดเกี่ยวกับการวางประกันที่ใช้บังคับและขึ้นอยู่กับการส่งอุปกรณ์และวัสดุดังกล่าวกลับออกไปยังภาคีผู้ส่ง หรือการหมดอายุใช้งานของอุปกรณ์และวัสดุดังกล่าว หรือการจำหน่ายจ่ายโอนอุปกรณ์และวัสดุแก่ภาคีผู้รับตามกฎหมายและระเบียบข้อบังคับของภาคีผู้รับ

ข้อ ๘

๑. เว้นแต่จะได้ตกลงกันเป็นอย่างอื่นภายใต้สภาวการณ์พิเศษ ข้อสนเทศทางวิทยาศาสตร์และเทคโนโลยี ที่มีลักษณะไม่เป็นกรรมสิทธิของผู้ใดอันเกิดจากกิจกรรมร่วมมือภายใต้ความตกลงนี้ จะมีไว้ให้แก่ชุมชนวิทยาศาสตร์โลกโดยผ่านทางที่ปฏิบัติกันตามประเพณี และเป็นไปตามวิธีปฏิบัติปกติของหน่วยต่าง ๆ ที่เข้าร่วม

๒. การจำหน่ายจ่ายโอนสิทธิบัตร แบบและทรัพย์สินทางปัญญาและทางอุตสาหกรรมอื่น ๆ ที่เกิดจากกิจกรรมร่วมมือภายใต้ความตกลงนี้ จะกำหนดไว้ในข้อตกลงดำเนินการที่กล่าวถึงในข้อ ๒

ข้อ ๙

ในกรณีที่สมควรและเมื่อภาคีทั้งสองได้เห็นชอบแล้ว นักวิทยาศาสตร์ ผู้เชี่ยวชาญด้านวิชาการ หน่วยราชการและสถาบันของประเทศที่สามหรือองค์การระหว่างประเทศอาจได้รับเชิญให้เข้าร่วมในโครงการและแผนงานซึ่งกำลังดำเนินการอยู่ภายใต้ความตกลงนี้ โดยออกค่าใช้จ่ายเอง เว้นแต่ว่าจะตกลงกันเป็นอย่างอื่น

ข้อ ๑๐

ไม่มีข้อความใดในความตกลงนี้ที่จะตีความให้เป็นผลเสียหายต่อข้อตกลงที่มีอยู่เพื่อความร่วมมือทางวิทยาศาสตร์และเทคโนโลยี ระหว่างบุคคลและหน่วยงานของประเทศทั้งสอง เมื่อข้อตกลงที่มีอยู่ได้รับการต่ออายุ ข้อตกลงเหล่านี้อาจถูกนำมาไว้ภายในข้อกำหนดของความตกลงนี้ตามที่สมควรและตามที่ภาคีได้ตกลงกัน

ข้อ ๑๑

ข้อพิพาทเกี่ยวกับการตีความหรือการใช้ความตกลงนี้จะได้รับการระงับอย่างฉันมิตรโดยการปรึกษาหารือระหว่างภาคีทั้งสอง

ข้อ ๑๒

๑. ความตกลงฉบับนี้จะมีผลใช้บังคับในวันลงนามและจักใช้บังคับต่อไปเป็นเวลาห้าปี ความตกลงนี้อาจแก้ไขหรือต่ออายุโดยความตกลงเป็นลายลักษณ์อักษรของภาคีทั้งสอง

๒. การสิ้นสุดแห่งความตกลงนี้จะไม่กระทบกระเทือนความถูกต้องหรืออายุของข้อตกลงดำเนินการใด ๆ ที่ทำขึ้นภายใต้ความตกลงนี้

เพื่อเป็นพยานแก่การนี้ ผู้ลงนามข้างท้ายนี้ซึ่งได้รับมอบอำนาจโดยถูกต้องจากรัฐบาลแต่ละฝ่าย ได้ลงนามความตกลงนี้

ทำ ณ กรุงวอชิงตัน ดี ซี เมื่อวันที่ ๑๓ เมษายน ค.ศ. ๑๙๘๔ คู่กัน เป็นสองฉบับเป็นภาษาอังกฤษและภาษาไทย ตัวบททั้งสองฉบับใช้ได้เท่าเทียมกัน

สำหรับรัฐบาลแห่งสหรัฐอเมริกา

George P. Shultz

(จอร์จ พี ชุลต์ส)

รัฐมนตรีว่าการกระทรวงการต่างประเทศ

สำหรับรัฐบาลแห่งราชอาณาจักรไทย

พลอากาศเอก สิทธิ เศวตศิลา

(สิทธิ เศวตศิลา)

รัฐมนตรีว่าการกระทรวงการต่างประเทศ

SRI LANKA

Science and Technology

Agreement signed at Washington June 18, 1984;
Entered into force June 18, 1984.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
ON COOPERATION IN SCIENCE AND TECHNOLOGY

The Government of the United States of America and the Government of the Democratic Socialist Republic of Sri Lanka,

-- Desiring to promote further the close and friendly relations existing between them,

-- Considering their common interest in promoting science and technology,

-- Recognizing the importance of science and technology for development,

--Recognizing the benefits to be derived by both countries from close cooperation in these fields;

Have agreed as follows:

ARTICLE I

1. The two Governments, hereinafter referred to as the "Parties", shall promote cooperation between the two countries in science and technology.

2. The principal object of this cooperation is to provide additional opportunities to exchange ideas, information, skills, techniques, and technologies, and to collaborate on problems of mutual interest.

ARTICLE II

1. Pursuant to the aims of this Agreement, the Parties will encourage and facilitate, where appropriate, the development of direct contacts and cooperation between governmental agencies, universities, research centers, and private sector institutions and firms of the two countries, and the conclusion of implementing arrangements between them for the conduct of cooperative activities under this Agreement. The areas of and procedures for cooperation shall be specified in those implementing arrangements.

2. The cooperative activities under this Agreement and its implementing arrangements may include exchanges of scientists and engineers, exchanges of scientific and technical information, adaptation of technologies, the holding of joint seminars and meetings, the carrying out of joint research projects, and other types of activities which will contribute to achieving the goals and objectives of the Agreement.

ARTICLE III

Unless otherwise provided for in an implementing arrangement, each Party or participating entity shall bear the cost of its participation and that of its personnel in cooperative activities under this Agreement. Should either Party or an entity thereof wish to use technical or professional services made available to it by the other Party, the assumption of costs, both direct and indirect, shall be agreed upon by the entities involved.

ARTICLE IV

Cooperative activities under this Agreement shall be subject to the availability of appropriated funds and to the applicable laws and regulations in each country.

ARTICLE V

Representatives of the two Parties shall meet when necessary in order to discuss and further the implementation of this Agreement and to exchange information on the progress of programs, projects, and activities of common interest. Groups of experts may be designated to discuss special questions.

ARTICLE VI

1. Each Party shall use its best efforts to facilitate entry to and exit from its territory of personnel and equipment of the other country, engaged on or used in cooperative activities under this Agreement and its implementing arrangements.

2. Such facilitation shall include visas appropriate to the situation, subject to applicable laws and regulations in each country, and exemption from import duties and taxes on personal effects and initial arrival of household effects.

3. Subject to applicable bond requirements, each Party shall exempt from all taxes and duties both the imports and exports from one country to the other of possessions, equipment and materials necessary for the implementation of this Agreement and its implementing arrangements. Such possessions, equipment and materials will be reexported to the sending Party when the programs and projects for which they were destined end, except when the possessions, equipment and materials are donated, destroyed, abandoned, or sold to the receiving Party, or the possessions, equipment and materials are used up. Possessions, equipment and materials imported free of taxes and duties under this Agreement and its implementing arrangements cannot be sold without the consent of the receiving Party.

ARTICLE VII

1. Scientific and technical information of a non-proprietary nature derived from the cooperative activities conducted under this Agreement shall be made available, unless it is agreed otherwise under specific circumstances, to the world scientific community through customary channels and in accordance with the normal procedures of the participating agencies.

2. The disposition of patents, designs, copyrights and other industrial and intellectual property arising from the cooperative activities under this Agreement will be provided for in the implementing arrangements referred to in Article II.

ARTICLE VIII

When agreed by the two Parties, scientists, technical experts, governmental agencies and institutions of third countries or international organizations may be invited to participate, at their own expense unless otherwise agreed, in projects and programs being carried out under this Agreement.

ARTICLE IX

Nothing in this Agreement shall be construed to prejudice other arrangements for scientific and technical cooperation.

ARTICLE X

1. This Agreement shall enter into force upon signature and shall remain in force for five years. It may be modified or extended by written agreement of the Parties. This Agreement may be terminated at any time by either Party upon six months written notification.

2. The termination of this Agreement shall not affect the carrying out of any project or program undertaken under the Agreement or any of its implementing arrangements and not completed at the time of the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Washington this eighteenth day of June, 1984, in duplicate in the English and Sinhalese languages. In the event of discrepancy between the two versions, the English text will prevail.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

George P. Shultz [1]

FOR THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA:

R. J. De Mel [2]

[1] George P. Shultz.
[2] R. J. De Mel.

විද්‍යාව සහ තාක්ෂණඥානය විෂයයෙන් සහයෝගිතාවය පිළිබඳයෙන් ඇමෙරිකා එක්සත් ජනපදයේ රජය සහ ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ රජය අතර ඔවුපුම්ය.

ඇමෙරිකා එක්සත් ජනපදයේ රජයත්, ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ රජයත් තමන් අතර පවත්නා සමීප මිත්‍ර සම්බන්ධතාවන් තවදුරටත් නඟා සිටුවීමේ අභිලාෂයෙන්ද,

විද්‍යාව සහ තාක්ෂණඥානය නඟා සිටුවීමෙහිලා තම පොදු යහපත පිළිබඳ සලකමින්ද,

සංවර්ධනය සඳහා විද්‍යාවෙහි සහ තාක්ෂණඥානයෙහි වැදගත් තම පිළිගනිමින්ද

මේ ක්ෂේත්‍රයන්හි සමීප සහයෝගිතාවයෙන් දෙරටටම අත්වන ලාභ ප්‍රයෝජන පිදුරුකිමින්ද

මෙසේ ඔවිස ගෙන සිටිති :-

1 වන වගන්තිය.

1. මෙහි මින් ඉදිරියට 'පාර්ශවකරුවන්' යනුවෙන් සඳහන් වන දෙරජය, විද්‍යාවසහ තාක්ෂිණඥානය විෂයෙහි දෙරට අතර සහයෝගිතාවය නංවාලිය යුතුවේ.

2. මේ සහයෝගිතාවයේ ප්‍රධාන අරමුණවන්නේ අදහස්, තොරතුරු, නිපුණතා, ශිල්ප න්‍යාය සහ තාක්ෂිණඥානය හුවමාරු කරගැනීමට අමතරි අවස්ථා සලසා දීමත්, අනොන්‍ය වැදගත් කමත් ඇති ගැටලුවලදී එකතුවී ක්‍රියාකිරීමත්ය.

11 වන වගන්තිය.

1. මේ ගිවිසුමේ පරමාර්ත අනුව ක්‍රියා කරගෙන යාමේදී පාර්ශවකරුවන් විසින් නිසි තැන්හිදී, දෙරටේ රජයේ ආයතන, විශ්වවිද්‍යාල, පර්යේෂණ මධ්‍යස්ථාන පෞද්ගලික අංශයේ ආයතන සහ ව්‍යාපාරික ආයතන අතරේ කෙලින්ම ආශ්‍රය සහ සහයෝගිතාවය ඇතිකර ගැනීමටත් මේ ගිවිසුම යටතේ සහයෝගිතා ක්‍රියාකාරකම් මෙහෙයවීම සඳහා ඔවුනතර ක්‍රියාත්මක වැඩ පිළිවෙලවල් තීන්දු කර ගැනීමටත් අනුබලදී පහසුකම් සලසනු ඇත. සහයෝගිතාවය සඳහා ගනු ලබන අංශ සහ ක්‍රියා මාර්ග එකී ක්‍රියාත්මක වැඩ පිළිවෙල නිශ්චිත කොට දැක්විය යුතුවේ.

2. මේ ගිවිසුම යටතේ සහ ක්‍රියාත්මක වැඩ පිළිවෙළවල් යටතේ සහයෝගිතා ක්‍රියාකාරකම්වලට විද්‍යාඥයින් සහ ඉංජිනේරුවන් හුවමාරුවද, විද්‍යාත්මක සහ තාක්ෂණික තොරතුරු හුවමාරුවද, සංවර්ධනයට නිසිවූ තාක්ෂණවිද්‍යාඥයින් මාරුකිරීම සහ යොදා ගැනීමද, ඒකාබද්ධ සම්මන්ත්‍රණය සහ රැස්වීම් පැවැත්වීමද ඒකාබද්ධ පර්යේෂණ යෝජනා ක්‍රම කරගෙන යාමද, මේ ගිවිසුමේ අරමුණු සහ පරමාර්ථ මුදුන්පත් කරගැනීම සඳහා ඉවහල් වන වෙනත් වර්ගවල ක්‍රියාකාරකම්ද ඇතුලත් විය හැකි වේ.

111 වන වගන්තිය

ක්‍රියාත්මක පැවපිළිවෙළක වෙනත් අන්දමකට විධිවිධාන යලසා තිබෙනොත් මිය නැත්නම්, එක් එක් පාර්ශවය නොහොත් සහභාගිවන අස්ථිකය විසින් මේ ගිවිසුම යටතේ සහයෝගිතා කටයුතුවල සිය සහභාගිත්වයේත්, තම පිරිසගේත් පිරිවැය දැරිය යුතුවේ. දෙපාර්ශවයෙන් එක් පාර්ශවයක් හෝ එහි අස්ථිකයක් හෝ අනෙක් පාර්ශවයෙන් තමාට ලැබෙන තාක්ෂණ නොහොත් වෘත්තීය සේවාවන් උපයෝගි කරගැනීමට අදහස් කරන්නේ නම්, කෙලින්ම සහ එක්ක යන දෙයාකා රයේම පිරිවැය අනුමැතුම් සම්බන්ධයෙන් අදාළ අස්ථිකයන් විසින් එකඟත්වයකට එළඹිය යුතුවේ.

1v වන වගන්තිය

මේ ගිවිසුම යටතේ සහයෝගිතා ක්‍රියාකාරකම් නිසි අරමුදල් ලබාගත හැකිවීමට සහ එක් එක් රටෙහි බලපවත්නා නීතිරීති උපයෝගි කරගතහැකවීමට යටත් විය යුතුයි.

v වන වගන්තිය

මේ ගිවිසුම ක්‍රියාත්මක කිරීම ගැන සාකච්ඡා කොට ඊට ආධාර කිරීම සඳහාත්, වැඩ සටහන්වල, යෝජනාක්‍රමවල සහ පොදුවේ වැදගත්වන ක්‍රියාකාරකම්වල ප්‍රගතිය පිළිබඳ තොරතුරු හුවමාරු කිරීම සඳහාත්, දෙපාර්ශවයේ නියෝජිතයන් අවශ්‍ය තැන්හි එකිනෙකා හමුවිය යුතුයි. විශේෂ ප්‍රශ්න ගැන සාකච්ඡා කිරීම සඳහා විශාරද කණ්ඩායම් නම් කළ හැකිවේ.

v1 වන වගන්තිය

1. මේ ගිවිසුම යටතේ හෝ එහි ක්‍රියාත්මක වැඩ පිළිවෙල යටතේ හෝ තම දේශය තුළ පහසුයෝගිතා ක්‍රියාකාරකම්වල යෙදී සිටින හෝ ෂාවිවිවී කරනු ලබන හෝ සේවක පිරිස් සහ උපකරණ තම දේශය තුලට ගෙනඒමත් පිටකිරීමත් පහසු කරවනු පිණිස එක් එක් පාර්ශවය විසින් තම උපරිම ප්‍රයත්නය දැරිය යුතුවේ.

2. එසේ වූ පහසු කරණයට එක් එක් රටෙහි බලපවත්නා නීති රීති උපයෝගිතාවයටත්, පෞද්ගලික බඩුබාහිරාදිය සහ පළමුවර ළඟාවන ගේදොර බඩුමුට්ටු පිළිබඳ ආගමනය තිරු ගාස්තු සහ බදුවලින් නිදහස් කිරීමටත් යටත්ව අවස්ථාවට පුදුසු පරිදි විසාද ඇතුළත්විය යුතුයි.

3. උපයෝගිවන බඳුමිකර නියමයන්ට යටත්ව, මේ ගිවිසුම සහ එහි ක්‍රියාත්මක වැඩ පිළිවෙලවල් ක්‍රියාත්මක කිරීම සඳහා අවශ්‍යවන බඩුමුට්ටු, උපකරණ සහ ද්‍රව්‍ය එක් රටෙකින් අනෙක් රටට ආනයනය අපනයනය කිරීමේදී අය කෙරෙන සියලු බදුවලින් සහ තිරුගාස්තුවලින් එක් එක් පාර්ශවය විසින් නිදහස් කළයුතුවේ. එසේ වූ බඩුමුට්ටු උපකරණ සහ ද්‍රව්‍ය පරිභෝග කරන ලද්දේ නම් හෝ, විනාශවුයේ නම් හෝ අත්හැර දමන ලද්දේ නම් හෝ ලැබුම්කාර පාර්ශවය වෙත විකුණන ලද්දේ නම් හෝ, අවසානයටම පාවිච්චිට යොදවන ලද්දේ නම් හෝ විනා, ඒවා නියමිත වැඩ යෝජනාක්‍රම අවසන් වූ විට ඒ ඒ දේවල් එවූ පාර්ශවයේ රටට ආපසු අපනයනය කළයුතුවේ. මේ ගිවිසුම යටතේ බදුවලින් සහ තිරු ගාස්තුවලින් නිදහස්ව ආනයනය කරනු ලබන බඩුමුට්ටු , උපකරණ සහ ද්‍රව්‍ය ලැබුම්කාර පාර්ශවයේ කැමැත්ත නොමැතිව විකිණිය හැකි නොවේ.

v11 වන වගන්තිය

1. නිශ්චිත හේතු යටතේ වෙනත් අන්දමකට ගිවිස ගෙන තිබෙනොත් මිස නැත්නම්, මේ ගිවිසුම යටතේ මෙහෙයවන යහයෝගිතා ක්‍රියාකාරකම් තෙරෙන් උගෙන ගිම්හාරකම් ව්‍යාපෘතියේ නොවන විද්‍යාත්මක සහ තාක්ෂණික තොරතුරු සම්ප්‍රදායයික මාර්ග මඟින්ද, සහභාගිවන නියෝජ්‍යායතනවල සාමාන්‍ය ක්‍රියා මාර්ග අනුවද ලෝක විද්‍යාත්මක ප්‍රජාව වෙත ලැබෙන්නට සැලැස්විය යුතුය.

2. මේ ගිවිසුම යටතේ සහයෝගිතා ක්‍රියාකාරකම්වලින් මතුවන ප්‍රේටන්ට් ගිවිසුම්, සැලසුම්, අයිතිවාසිකම් වෙනත් කාර්මික සහ බුද්ධිමය දේපල පිළිබඳ සුදුස්සක් කිරීම යඳහා 11 වන වගන්තියේ යඳහන් ක්‍රියාත්මක වැඩපිළිවෙලවල විධිවිධාන සැලසෙනු ඇත.

v111 වගන්තිය

දෙපාර්ශ්වය විසින් ගිවිසගනු ලැබුවිට, මේ ගිවිසුම යටතේ කෙරීගෙන යන යෝජනා ක්‍රමවලට සහ වැඩ යටහන්වලට, වෙනත් ආකාරයකට ගිවිසගෙන තිබෙනොත් මිස නැත්නම්, තමන්ගේම වියදමෙන් සහභාගිවන ලෙස තුන්වන රටවල විද්‍යාඥයින්ට තාක්ෂණ විශාරදයින්ට, රජයේ නියෝජ්‍යායතනවලට සහ ආයතනවලටත් ශ්‍රව්‍යාන්තර සංවිධානවලටත් ආරාධනය කළහැකිවේ.

1x වන වගන්තිය

විද්‍යාත්මක සහ තාක්ෂණික සහයෝගිතාවය උදෙසාවූ වෙනත් වැඩපිළිවෙලවලට මේ ගිවිසුමේ කිසිවකින්වත් බාධාවක් වනසේ හේරුම් නොගතයුතුය.

× වන වගන්තිය

1. අස්සන් කරන දින සිට බලගැන්වී ක්‍රියාත්මක වන මේ ගිවිසුම පස් අවුරුදු කාලසීමාවක් බලගැන්වී පැවැතිය යුතුයි. දෙපාර්ශවයේම ලිඛිත එකඟතාවයකින් මේ ගිවිසුම ලිහිල් කිරීම හෝ ව්‍යාප්ත කිරීම හෝ කළහැකිවේ. දෙපාර්ශවයෙන් කවර පාර්ශවයක් විසින් වුවද, හය මාසයක් කල් දෙමින් ලිඛිත දැනුම්දීමක් මගින් මේ ගිවිසුම පවාරණය කළහැකිවේ.

2. මේ ගිවිසුම යටතේ හෝ එහි ක්‍රියාත්මක වැඩපිළිවෙලක් යටතේ හෝ කෙරී ගෙන යන්නාවූ එහෙත් ගිවිසුම පවාරණය වන විට වැඩ නිමවා නැති යෝජනා ක්‍රම හෝ වැඩ සටහන් හෝ කිසිවක වැඩ කටයුතු කරගෙන යාමට මේ ගිවිසුම පවාරණය වීම බාධාවක් නොවිය යුතුයි.

මීට සාක්ෂය පිණිස තම තමන්ගේ රජයන් විසින් විධිපරිදි වරම් දෙනු ලැබූ මෙහි අත්සන්කරුවෝ මේ ගිවිසුමට අස්සන් තබා සිටිති.

1984 ක්වූ ජුනි මස 18 වන දින වොෂින්ටනයේදී ඉංග්‍රීසි සහ සිංහල භාෂා දෙකෙන් පිටපත් දෙක බැගින් තබා ලියා අස්සන් කරන ලදී. පද පෙළෙහි යම් නොගැලපීමක් වෙතොත් ඉංග්‍රීසි අනුවාදය බලපවතිනු ඇත.

ඇමරිකා එක්සත් ජනපදයේ
රජය වෙනුවෙන්.

ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී
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MALAWI

Finance: Consolidation and Rescheduling of Certain Debts

Agreement signed at Lilongwe April 30, 1984;
Entered into force June 11, 1984.
With implementing agreement.

35-368 02 - 7

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE REPUBLIC OF MALAWI
REGARDING THE CONSOLIDATION AND RESCHEDULING OF
CERTAIN DEBTS OWED TO, GUARANTEED OR INSURED BY
THE UNITED STATES GOVERNMENT AND ITS AGENCIES

The United States of America (The "United States") and the Government of the Republic of Malawi ("Malawi") agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on the Consolidation of Malawi's Debt, signed at Paris on October 27, 1983, by representatives of certain creditor nations, including the United States, and by the representative of Malawi, hereinafter referred to as the "Minute", the United States and Malawi hereby agree to consolidate and reschedule certain Malawian payments with respect to debts which are owed to, guaranteed by or insured by the United States Government or its agencies, as provided for in this Agreement.

2. This Agreement shall be implemented by a separate agreement (The Implementing Agreement) between Malawi and the United States Agency for International Development.

ARTICLE II

Definitions

1. "Contracts" mean those Agreements or other financial arrangements, listed in Annex A, which have U.S. dollar denominated maturities falling due during the period July 1, 1983, through June 30, 1984, and which relate to loans from the United States or its Agencies which had original maturities of more than one year and which were extended pursuant to an Agreement concluded before January 1, 1982.

2. "Debt" means the sum of the payments of principal, interest and fees with respect to the Contracts falling due between July 1, 1983, and June 30, 1984, inclusive, and not paid.

3. "Consolidated Debt" means eighty-five percent of the United States dollar amount of the Debt. "Non-consolidated Debt" means the remaining fifteen percent of the Debt.

4. "Interest" means interest on Consolidated Debt and Non-Consolidated Debt due on June 30, 1985 due and payable in accordance with the terms of this Agreement and on any due and unpaid installments of Interest accruing thereon. Interest shall begin to accrue at the rate set forth in this Agreement on the due dates specified in each of the Contracts for the payments of principal, interest and fees comprising the Debt, and shall continue to accrue on the outstanding balance of the Debt, including any due but unpaid installments of the Debt, until such outstanding balance is repaid in full. "Additional Interest" shall also begin to accrue at the rate set forth in the Implementing Agreement on due but unpaid installments of Interest and Debt, on the respective due dates for such installments, as established by this Agreement, and shall continue to accrue until such amounts are repaid in full.

5. "Agency" means: the United States Agency for International Development.

ARTICLE III

Terms and Conditions of Payment

1. Malawi agrees to repay the Consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Consolidated Debt which amounts to approximately $914,300 shall be repaid in ten equal and consecutive semi-annual installments of approximately $91,430 each plus Interest. Principal payments are payable on each January 1 and July 1, commencing on January 1, 1988.

(b) The rate of Interest on Consolidated Debt owed to the United States Agency for International Development and on any due but unpaid Interest thereon shall be 3 percent per calendar year on the outstanding balance of such Debt, plus Interest.

(c) All Interest payable with respect to the Consolidated Debt shall be payable semi-annually on January 1 and July 1 of each year, commencing on July 1, 1984.

(d) A table summarizing the amounts of Consolidated Debt owed to the United States is attached hereto as Annex B.

2. Malawi agrees to repay the Non-consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Non-consolidated Debt which amounts to approximately $161,300 shall be repaid as follows: (1) 7.5 percent of the Debt which amounts to approximately $80,650 plus Interest, shall be repaid according to the payment schedules contained in the Contracts; and (2) 7.5 percent of the Debt, plus Interest, shall be paid on June 30, 1985.

(b) The rate of Interest on that portion of the Non-consolidated debt due according to the payment schedules contained in the Contracts and on any due but unpaid Interest accruing thereon shall be the rate of Interest specified in the respective Contracts.

(c) The rate of Interest on Non-consolidated Debt due on June 30, 1985 and on any due but unpaid interest thereon, shall be determined pursuant to Article III, Paragraph 1(b) of this Agreement. All interest payable with respect to such Non-consolidated Debt shall be payable semi-annually on January 1 and July 1 of each year commencing on July 1, 1984.

(d) A table summarizing the amounts of Non-consolidated Debt owed to the United States Government agencies is attached hereto as Annex C.

3. It is understood that adjustments may be made, as necessary, in the amounts of Consolidated and Non-consolidated Debt by the Implementing Agreement.

ARTICLE IV

GENERAL PROVISIONS

1. Malawi agrees to grant the United States, and to any other creditor which is party to a Contract, treatment and terms no less favorable than that which may be accorded to any other creditor country or its agencies for the rescheduling or refinancing of debts covered by the Minute.

2. Except as they may be modified by this Agreement or the subsequent Implementing Agreement, all terms of the Contracts remain in full force and effect.

ARTICLE V

Entry Into Force

1. This Agreement shall enter into force upon signature of the Agreement and receipt by Malawi of written notice from the United States Government that all necessary domestic legal requirements for entry into force of this Agreement have been fulfilled.[1]

Done at Lilongwe, Malawi in duplicate, this 30th day of April, 1984.

FOR THE UNITED STATES OF AMERICA

By: John A. Burroughs, Jr.

John A. Burroughs, Jr.

Title: Ambassador

FOR THE GOVERNMENT OF THE REPUBLIC OF MALAWI

By:

E.C.I. Bwanali

Title: Minister of Finance

1 June 11, 1984.

ANNEX A

Contracts Subject to Rescheduling

Agency for International Development

Loan Number

612-H-001	612-H-004
612-H-002	612-W-005
612-H-002A	612-W-006
612-H-003	

Annex B

Summary of Consolidated Debt
(thousands of U.S. dollars)

Agency for International Development	914.3

Annex C

Summary of Non-Consolidated Debt
(thousands of U.S. dollars)

Agency for International Development	161.3

*Data are rounded and subject to revision per Article III, Paragraph 4.

Implementing Agreement between the United States
of America and the Government of the Republic of Malawi
Regarding the Consolidation and Rescheduling
of Repayments Due under Agency for International Development Loans

AGREEMENT, dated as of 4/30/84 by and between the United States of America, acting through the Agency for International Development ("A.I.D.") and the Government of the Republic of Malawi ("Malawi").

WHEREAS, the United States of America, acting through A.I.D., has made certain loans to Malawi;

WHEREAS, an understanding on consolidation and rescheduling of certain Malawian debts was reached on October 27, 1983 (the "Agreed Minute") among representatives of certain nations, including the United States, and agreed to by the representative of Malawi;

WHEREAS pursuant to the Agreed Minute the Government of the United States of America and the Government of Malawi have agreed to and set forth rescheduling arrangements in an agreement Between the United States of America and the Government of the Republic of Malawi Regarding the Consolidation and Rescheduling of Certain Debts Owed to, Guaranteed or Insured by the United States Government and Its Agencies, ("Rescheduling Agreement"), dated 4/30/84 and

WHEREAS the Rescheduling Agreement provides that it shall be implemented by separate agreement between Malawi and A.I.D.;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

Definitions

1.1 "Contracts" mean those loan agreements listed in Annex A, which have maturities falling due during the Consolidation Period.

1.2 "Debt" means the sum of principal, interest and fees with respect to the Contracts falling due during the Consolidation Period and not yet paid.

1.3 "Consolidated Debt" means eighty-five percent (85%) of the dollar amount of the debt.

1.4 "Non-Consolidated Debt" means the remaining fifteen percent (15%) of the debt.

1.5 "Interest" means interest on debt due and payable in accordance with the terms of this Agreement and on any due and unpaid installments of Interest accruing thereon. Interest shall begin to accrue at the rate set forth in this Agreement on the respective due dates specified in each of the Contracts for each scheduled payment of Debt and shall continue to accrue on the outstanding balance of the Debt, including any due but unpaid installments of Debt, until such outstanding balances are repaid in full. Interest shall also begin to accrue at the rate set forth in this Agreement on due but unpaid installments of Interest, on the respective due dates for such Interest installments, as established by this Agreement, and shall continue to accrue until such amounts are repaid in full.

1.6 "Consolidation Period" means the period from July 1, 1983 through June 30, 1984.

ARTICLE II

Terms and Conditions of Payment

2.1 Repayment of the Consolidated Debt. Malawi agrees to repay the Consolidated Debt in United States dollars in accordance with the following terms and conditions.

(a) The Consolidated Debt, which amounts to $914,255.92, shall be repaid in ten equal and consecutive semi-annual installments of $91,425.59 plus Interest. Principal payments are payable on each January 1 and July 1, commencing on January 1, 1988 with the final installments payable on July 1, 1992.

(b) Interest on Consolidated Debt and on any due but unpaid Interest thereon shall be paid at the rate of three percent (3.0%) per calendar year on the outstanding balance of such payments. All interest with respect to the Consolidated Debt shall be payable semi-annually on January 1 and July 1 of each year commencing on January 1, 1984.

(c) A schedule listing the amounts of the Consolidated Debt owed to A.I.D. is attached hereto as Annex B.

2.2 Repayment of Non-Consolidated Debt. Malawi agrees to repay the Non-Consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Non-Consolidated Debt, which amounts to $161,339.24, shall be repaid as follows: (1) 7.5 percent of the Debt, plus Interest which amounts to $80,669.62, shall be repaid according to the payment schedules contained in the Contracts; (2) 7.5 percent of the Debt shall be paid on June 30, 1985.

(b) Malawi shall pay Interest on that portion of the Non-Consolidated debt due according to the payment schedules contained in the Contracts and on any due but unpaid Interest accruing thereon at the rate of interest specified in the respective Contracts.

(c) Malawi shall pay Interest on Non-Consolidated Debt due on June 30, 1985 and on any due but unpaid Interest thereon at the rate of three percent (3.0%) per calendar year on the outstanding balance of such payments due. All Interest with respect to Non-Consolidated Debt shall be payable semi-annually on July 1 and January 1 of each year commencing on June 30, 1984.

(d) A Schedule listing the amounts of Non-Consolidated Debt is attached hereto as Annex B.

2.3 It is understood that adjustments may be made as necessary, in the amounts of Consolidated and Non-Consolidated Debt reflecting disbursements on Debt during or subsequent to the Consolidation Period.

ARTICLE III

General Terms

3.1 Other Obligations. Except as otherwise expressly provided herein, payment of obligations which become due and payable by Malawi to A.I.D. pursuant to each of the Contracts shall be paid in accordance with the existing terms of the Contracts.

3.2 Full Force and Effect of the Contracts. To the extent that they are not amended herein, or rendered inconsistent hereby, the terms and conditions of the Contracts, including, but not limited to, events of default and remedies upon default, shall remain in full force and effect.

3.3 The Rescheduling Agreement. To the extent that the Rescheduling Agreement is not superseded by this Agreement, it shall remain in full force and effect.

3.4 Adjustments. The payments provided for in this Agreement, together with the figures from which such amounts are derived, are subject to correction and/or adjustment in accordance with the terms of the Rescheduling Agreement.

3.5 Place and Currency of Payment. Payments made hereunder shall be in U.S. dollars and shall be delivered to the Federal Reserve Bank, New York, for credit to the Agency for International Development (Account No. 72-00-0001).

3.6 Legal Opinion. Except as A.I.D. may otherwise agree in writing, within thirty (30) days from the date of this Agreement, Malawi shall furnish to A.I.D. a legal opinion of counsel satisfactory to A.I.D. that this Agreement has been duly authorized or ratified by, and executed and delivered on behalf of Malawi and constitutes a valid and legally binding obligation of Malawi in accordance with its terms.

IN WITNESS WHEREOF, A.I.D. and Malawi, each acting through its duly authorized representative, have caused this Agreement to be signed in their respective names and delivered as of the day and year first written above.

UNITED STATES OF AMERICA

By: Sheldon W. Cole

Sheldon W. Cole

Title: A.I.D. Representative

REPUBLIC OF MALAWI

By:

E.C.I. Bwanali

Title: Minister of Finance

ANNEX A

Contracts Subject to Rescheduling

Loan Number

612-H-001	612-H-004
612-H-002	612-W-005
612-H-002A	612-W-006
612-H-003	

ANNEX B

AGENCY FOR INTERNATIONAL DEVELOPMENT
REPUBLIC OF MALAWI
DEBT RESCHEDULING for PERIOD 7-01-83 THRU 06-30-84

LOAN NO	DUE DATE	PRINCIPAL	INTEREST	TOTAL	CONSOLIDATED (85%) PRINCIPAL	CONSOLIDATED (85%) INTEREST	CONSOLIDATED (85%) TOTAL	NON-CONSOLIDATED (7.5%) PRINCIPAL	NON-CONSOLIDATED (7.5%) INTEREST	NON-CONSOLIDATED (7.5%) TOTAL
612-H-001	10-27-83	$3,278.69	$2,008.20	$5,286.89	$2,786.89	$1,706.97	$4,493.86	$245.90	$150.62	$396.52
	04-27-84	3,278.69	1,967.21	5,245.90	2,786.89	1,672.13	4,459.02	245.90	147.54	393.44
H-002	09-17-83	79,968.69	76,436.70	156,405.39	67,973.39	64,971.20	132,944.59	5,997.65	5,732.75	11,730.40
	03-17-84	80,968.30	75,437.09	156,405.39	68,823.06	64,121.53	132,944.59	6,072.62	5,657.78	11,730.40
H-002A	10-10-83	12,163.25	12,000.00	24,163.25	10,338.76	10,200.00	20,538.76	912.25	900.00	1,812.25
	04-10-84	12,345.70	17,617.55	30,163.25	10,493.85	15,144.92	25,638.77	925.92	1,336.31	2,262.23
H-003	07-10-83	12,159.92	11,996.72	24,156.64	10,335.93	10,197.21	20,533.14	912.00	899.76	1,811.76
	01-10-84	12,342.32	17,812.69	30,155.01	10,490.97	15,140.79	25,631.76	925.67	1,335.95	2,261.62
H-004	12-13-83	84,129.12	83,000.00	167,129.12	71,509.75	70,550.00	142,059.75	6,309.69	6,225.00	12,534.69
	06-13-84	85,391.06	123,238.06	208,629.12	72,582.41	104,752.35	177,334.76	6,404.32	9,242.65	15,647.17
W-005	08-06-83	-0-	113,944.75	113,944.75	-0-	96,853.04	96,853.04	-0-	8,545.86	8,545.86
	02-06-84	-0-	113,944.75	113,944.75	-0-	96,853.04	96,853.04	-0-	8,545.85	8,545.85
W-006	12-13-83	-0-	19,982.85	19,982.85	-0-	16,985.42	16,985.42	-0-	1,499.72	1,499.72
	06-13-84	-0-	19,982.85	19,982.85	-0-	16,985.42	16,985.42	-0-	1,498.71	1,498.71
	TOTAL	$386,025.74	$689,569.42	$1,075,595.16	$328,121.90	$586,134.02	$914,255.92	$28,951.92	$51,717.70	$80,669.62

7.5% $80,669.62 TO BE REPAID ACCORDING TO THE PAYMENT CONTAINED IN CONTRACTS

NIGER

Finance: Consolidation and Rescheduling of Certain Debts

Agreement signed at Niamey June 11, 1984;
Entered into force July 24, 1984.

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF NIGER REGARDING THE CONSOLIDATION AND RESCHEDULING OF CERTAIN DEBTS OWED TO, GUARANTEED BY OR INSURED BY THE UNITED STATES GOVERNMENT AND ITS AGENCIES

The United States of America (The "United States") and the Republic of Niger ("Niger") agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on the Consolidation of Niger's Debts, signed at Paris on November 14, 1983, by representatives of certain nations, including the United States, and agreed to by the representative of Niger, hereinafter referred to as the "Minute", the United States and Niger agree to consolidate and reschedule certain Nigerien payments with respect to debts which are owed to, guaranteed by or insured by the United States Government or its agencies, as provided for in this Agreement.

2. This Agreement shall be implemented by separate agreements (the "Implementing Agreements"), between Niger and each of the following United States agencies: the Agency for International Development, the Export–Import Bank of the United States and the United States Department of Defense. The Department of Defense will include in its Implementing Agreement amounts which it will pay the Federal Financing Bank pursuant to contracts of guaranty covering contracts between the Federal Financing Bank and Niger.

ARTICLE II

Definitions

1. "Contracts" means those agreements or other financial arrangements which have U.S. dollar-denominated maturities originally falling due during the Consolidation Period and which relate to:

(a) Commercial credits extended, guaranteed or insured by the United States Government or its Agencies, which credits had original maturities of more than one year and which were extended pursuant to an agreement concluded before July 1, 1983.

(b) Loans from the United States Government or its Agencies which had original maturities of more than one year and which were extended pursuant to an agreement concluded before July 1, 1983.

2. "Consolidated Debt" means ninety percent of the unpaid principal and sixty percent of the unpaid interest with respect to the Contracts falling due during the Consolidation Period. "Non-consolidated Debt" means the remaining ten percent of principal and forty percent of interest. It is understood that, for principal and interest which is guaranteed or insured by a United States Government Agency, this Agreement will apply only to that portion of such payments of principal and interest which are covered by an assurance agreement or payment guarantee with such Agency.

3. "Consolidation Period" means the period from October 1, 1983, through September 30, 1984, inclusive.

4. "Interest" means interest on Consolidated Debt and those portions of the Non-consolidated Debt due on June 30, 1985, and June 30, 1986. "Interest" is payable in accordance with the terms of this Agreement and on any due and unpaid installments of Interest accruing thereon. "Interest" shall begin to accrue at the rates set forth in this Agreement on the due dates specified in each of the Contracts for each scheduled payment of principal and interest comprising the Consolidated and Non-consolidated Debt, excluding that portion of the Non-consolidated Debt to be paid according to the terms of the original Contracts, and shall continue to accrue on the outstanding balance of Consolidated and Non-consolidated Debt until such outstanding balances are repaid in full. "Additional Interest" shall begin to accrue at the rates set forth in the Implementing Agreements on due but unpaid installments of Interest and Consolidated and Nonconsolidated Debt, on the respective due dates for such installments as established by this Agreement and the Implementing Agreements, and shall continue to accrue until such amounts are repaid in full.

5. "Agency" means the United States Agency for International Development, the Export–Import Bank of the United States and the United States Department of Defense.

ARTICLE III

Terms and Conditions of Payment

1. Niger agrees to repay the Consolidated Debt in United States dollars in accordance with the following terms and conditions:

   (a) The Consolidated Debt, which amounts to approximately $1.9 million, shall be repaid in nine equal and consecutive semi-annual installments of approximately $211,000 each, payable on each April 1 and October 1, commencing on April 1, 1989, with the final installment payable on April 1, 1993.

   (b) The rate of Interest on Consolidated Debt and on any unpaid Interest thereon shall be 3.0 percent per calendar year on the outstanding balance of such payments due to the Agency for International Development, and 13.139 percent per calendar year on the outstanding balance of such payments due to or guaranteed by the Department of Defense.

   (c) For the Export–Import Bank of the United States, the rate of Interest on Consolidated Debt shall be Eximbank's cost for new medium-term borrowings plus one half of one percent. For Interest accruing during the period October 1, 1983 through April 1, 1984, the annual rate shall be 12.368 percent. For each subsequent six-month period, the Export–Import Bank of the United States shall notify Niger of the appropriate rate prior to the beginning of such six-month period.

   (d) All Interest payable with respect to the Consolidated Debt shall be paid semi-annually on April 1 and October 1 of each year commencing on October 1, 1984.

   (f) A table summarizing the amounts of the Consolidated Debt owed to the United States and its Agencies is attached hereto as Annex B.

2. Niger agrees to repay the Non-consolidated Debt, which amounts to approximately $247,000, in accordance with the following terms and conditions:

   (a) One-third of the Non-consolidated Debt, which amounts to approximately $99,000, shall be paid according to the terms of the original Contracts. Amounts already due and unpaid are payable no later than thirty days from the signing of this agreement.

   (b) Two equal installments of one-third each of the Non-consolidated Debt, approximately $99,000 each, shall be paid on June 30, 1985, and June 30, 1986, respectively.

(c) The rates of Interest on Non-consolidated Debt due and on any due and unpaid Interest accruing thereon shall be the same as the rates specified in Article III, Paragraph 1(b), (c) and (d) of this Agreement.

(d) Interest with respect to the Non-consolidated Debt shall be paid in annual installments on June 30 of each year beginning in 1984 and ending in 1986.

(e) A table summarizing the amounts of Non-consolidated Debt owed to the United States Government agencies is attached hereto as Annex C.

4. It is understood that adjustments may be made, as necessary, in the amounts of Consolidated and Non-consolidated Debt by the Implementing Agreements.

ARTICLE IV

General Provisions

1. Niger agrees to grant to the United States, and to any other creditor which is party to a Contract, treatment and terms no less favorable than that which may be accorded to any other creditor country or its agencies for the rescheduling or refinancing of debts covered by the Minute.

2. Except as they may be modified by this Agreement or the subsequent Implementing Agreements, all terms of the Contracts remain in full force and effect.

3. Niger undertakes to pay all debt service due and not paid, and owed to or guaranteed by the United States Government or its Agencies, and not covered by this Agreement as soon as possible, and in any case not later than thirty days after the signing of the bilateral.

ARTICLE V

Entry Into Force

1. This agreement shall enter into force following signature of the Agreement and receipt by Niger of written notice from the United States Government that all necessary domestic legal requirements for entry into force of this Agreement have been fulfilled.[1]

[1] July 24, 1984.

Done at Niamey, Niger, in duplicate in the English and French languages, both texts being equally authentic, this 11th day of June, 1984.

FOR THE	FOR THE
UNITED STATES OF AMERICA	REPUBLIC OF NIGER
William R. Casey, Jr.	[Signature]

Annex A

Contracts Subject to Rescheduling

Agency for International Development Loan Number

683-H-001
002
002A
003

EXIM Bank Loan Number

6452

Department of Defense Loan Number

811-G (NK-1) 12/24/81
821-G (NK-2) 9/15/82

Annex B

*Summary of Consolidated Debt**

(thousands of U.S. dollars)

Department of Defense	792
Agency for International Development	115
Export Import Bank	1021
TOTAL	1928

Annex C

*Summary of Non-consolidated Debt**

(thousands of U.S. dollars)

Department of Defense	88
Agency for International Development	31
Export Import Bank	178
TOTAL	297

*Data are rounded and subject to revision per Article III, paragraph 4

ACCORD ENTRE LES ETATS–UNIS D'AMERIQUE ET LA REPUBLIQUE DU NIGER CONCERNANT LA CONSOLIDATION ET LE REECHELONNEMENT DE CERTAINES DETTES DUES AU GOUVERNEMENT DES ETATS–UNIS ET GARANTIES OU ASSUREES PAR LE GOUVERNEMENT DES ETAT–UNIS ET PAR SES INSTITUTIONS

Les Etats–Unis d'Amérique (les ''Etats–Unis'') et la République du Niger (''Niger'') sont convenus de ce qui suit:

ARTICLE PREMIER

Application de l'Accord

1. Conformément aux recommandations figurant au Procès-verbal agréé sur la Consolidation des Dettes du Niger, ci-après dénommé le ''Procès-verbal'' et signé à Paris le 14 novembre 1983 par les représentants de certains pays, y compris les Etats–Unis, et agréé par le représentant du Niger, les Etats–Unis et le Niger conviennent de consolider et de rééchelonner certains paiements nigériens relatifs aux dettes contractées envers le Gouvernement des Etat–Unis, garanties ou assurées par le Gouvernement des Etats–Unis ou par ses institutions, comme prévu aux termes du présent Accord.

2. Le présent Accord est appliqué par des accords distincts (''Accords d'exécution'') entre le Niger et chacune des institutions américaines suivantes: l'Agence pour le Développement international, l'Export–Import Bank of the United States et le ministère de la Défense. Le ministère de la Défense inclura dans son Accord d'exécution les montants qu'il paiera à la Federal Financing Bank en vertu de contrats de garantie couvrant les contrats conclus entre la Federal Financing Bank et le Niger.

ARTICLE II

Définitions

1. Le terme "Contrats" désigne les accords ou autres arrangements financiers dont les échéances stipulées en dollars des Etats–Unis tombaient à l'origine durant la période de consolidation et qui portent sur:

   a) des crédits commerciaux accordés, garantis ou assurés par le Gouvernement des Etats–Unis ou par ses institutions, comportant, à l'origine, des échéances de plus d'un an et ayant été consentis en vertu d'un accord conclu avant le ler juillet 1983.

   b) des prêts consentis par le gouvernement des Etat–Unis, ou par ses institutions, comportant, à l'origine, des échéances de plus d'un an et ayant été consentis en vertu d'un accord conclu avant le ler juillet 1983.

2. Le terme "Dette consolidée" désigne quatre-vingt-dix pour cent du principal non payé et soixante pour cent des intérêts non payés en ce qui concerne les Contrats venant à échéance durant la période de consolidation. Le terme "Dette non consolidée" désigne le reliquat de dix pour cent du principal et quarante pour cent des intérêts. Il est entendu que, en ce qui concerne le principal et les intérêts garantis ou assurés par une institution du Gouvernement des Etats–Unis, le présent Accord ne s'applique qu'à la portion des paiements du principal et des intérêts couverte par un accord d'assurance ou une garantie de paiement émanant de cette institution.

3. Le terme "Période de consolidation" désigne la période allant du ler octobre 1983 au 30 septembre 1984 inclusivement.

4. Le terme "Intérêts" désigne les intérêts sur la Dette consolidée et les tranches de la Dette non consolidée exigibles le 30 juin 1985 et le 30 juin 1986. Les intérêts sont payables conformément aux modalités du présent Accord et sur toutes les tranches d'intérêts non payées et courus sur lesdites Dette consolidée et Dette non consolidée. Les intérêts commenceront à courir aux taux stipulés dans le présent Accord aux dates stipulées dans chacun des contrats pour chaque paiement prévu du principal et des intérêts, comprenant la Dette consolidée et la Dette non consolidée, à l'exception de la portion de la Dette non consolidée devant être réglée conformément aux modalités des Contrats d'origine, et continueront de courir sur le solde non remboursé de la Dette consolidée et de la Dette non consolidée jusqu'à ce que ledit solde ait été intégralement remboursé. Les "Intérêts additionnels" commenceront à courir aux taux stipulés dans les Accords d'exécution, sur

les tranches échues mais non payées des intérêts, de la Dette consolidée et de la Dette non consolidée, aux dates d'échéance respectives desdites tranches établies par le présent Accord et par les Accords d'exécution, et ils continueront à courir jusqu'à ce que lesdits montants aient été remboursés intégralement.

5. Le terme ''Institution'' désigne l'Agence pour le Développement international des Etats–Unis, l'Export–Import Bank of the United States et le ministère de la Défense des Etats–Unis.

ARTICLE III

Modalités et conditions de paiement

1. Le Niger convient de rembourser la Dette consolidée en dollars des Etats–Unis conformément aux modalités et conditions suivantes:

   a) La dette consolidée, s'élevant à environ 1,9 million de dollars, sera remboursée en 9 tranches semestrielles égales et consécutives d'environ 211 000 dollars exigibles le ler avril et le ler octobre de chaque année, à partir du ler avril 1989, la dernière tranche venant à échéance le ler avril 1993.

   b) Le taux d'intérêt sur la Dette consolidée et sur tous les intérêts courus non payés sera de 3 pour cent par année civile sur le solde non réglé des paiements dus à l'Agence pour le Développement international et de 13,139 pour cent par année civile sur le solde non réglé des paiements dus au ministère de la Défense ou garantis par lui.

   c) Pour l'Export–Import Bank of the United States, le taux d'intérêt sur la Dette consolidée correspondra au coût imputable par l'Eximbank aux nouveaux emprunts à moyen terme plus un demi de un pour cent. Pour l'intérêt courant durant la période allant du ler octobre 1983 au ler avril 1984 inclusivement, le taux annuel sera de 12,368 pour cent. Pour chacune des périodes de six mois suivantes, l'Export–Import Bank of the United States notifiera le Niger du taux approprié préalablement au commencement de ladite période de six mois.

   d) Tous les intérêts exigibles en ce qui concerne la Dette consolidée seront payés semestriellement le ler avril et le ler octobre de chaque anée à partir du ler octobre 1984.

   f) Un tableau récapitulatif des montants de la Dette consolidée due aux Etats–Unis et à leurs institutions figure à l'Annexe B aux présentes.

2. Le Niger convient de rembourser la Dette non consolidée, qui se monte à environ 247 000 dollars, conformément aux modalités et conditions suivantes:

   a) Un tiers de la Dette non consolidée, qui se monte à environ 99 000 dollars, sera remboursé conformément aux Contrats d'origine. Les montants dûs mais non payés sont exigibles trente jours au plus tard après la signature du présent Accord.

   b) Deux tranches égales d'un tiers de la Dette non consolidée, soit environ 99 000 dollars chacune, seront payées le 30 juin 1985 et le 30 juin 1986 respectivement.

   c) Les taux d'intérêt sur la Dette non consolidée échue et sur tous intérêts échus et non payés et y relatifs seront les mêmes que les taux stipulés au paragraphe 1b), c) et d) de l'article III du présent Accord.

   d) Les intérêts relatifs à la Dette non consolidée seront payés en tranches annuelles le 30 juin de chaque année à partir de 1984, la dernière tranche arrivant à échéance en 1986.

   e) Un tableau récapitulatif des montants de la Dette non consolidée due aux institutions du Gouvernement des Etats–Unis figure à l'Annexe C aux présentes.

4. Il est entendu que les Accords d'exécution peuvent, le cas échéant, appc.er des ajustements aux montants de la Dette consolidée et de la Dette non consolidée.

ARTICLE IV

Dispositions Generales

1. Le Niger convient d'accorder aux Etats–Unis, et à tout autre créancier qui est partie à un Contrat, un traitement et des conditions non moins favorables que ceux qui peuvent être accordés à tout autre pays créancier ou à ses institutions pour le rééchelonnement ou le refinancement des dettes couvertes par le Procès-verbal.

2. Sauf dans la mesure où elles peuvent être modifiées par le présent Accord ou par les Accords d'exécution ultérieurs, toutes les conditions des Contrats demeurent en vigueur.

3. Le Niger s'engage à payer, le plus tôt possible et, en tout cas, trente jours au plus tard après la signature de l'Accord bilatéral, la totalité du service de la dette échu et non réglé dû au Gouvernement des Etats–Unis ou à ses institutions ou garanti par eux, et non couvert par le présent Accord.

ARTICLE V

Entrée en vigueur

1. Le présent Accord entrera en vigueur dès la signature de l'Accord et dès réception par le Niger d'une notification écrite du Gouvernement des Etats–Unis l'avisant que toutes les conditions juridiques nationales requises pour l'entrée en vigueur du présent Accord ont été remplies.

Fait à Niamey, en double exemplaire, dans les langues anglaise et française, les deux textes faisant également foi, ce 11me jour de Juin 1984

POUR LES	POUR LA
ETATS UNIS D'AMERIQUE	REPUBLIQUE DU NIGER
William R. Casey, Jr.	[Signature]

Annexe A

Contrats sujets au rééchelonnement

Agence pour le Développement international

Prêt No

683–H–001
002
002A
003

EXIM Bank

Prêt No

6452

Ministère de la Défense

Prêt No

811–G (NK–l) 12/24/81
821–G (NK–2) 9/15/82

Annexe B

*Récapitulatif de la Dette consolidée**

(en milliers de dollars des Etats–Unis)

Ministère de la Défense	792
Agence pour le Développement international	115
Export–Import Bank	1021
TOTAL	1928

Annexe C

*Récapitulatif de la Dette non consolidée**

(en milliers de dollars des Etats–Unis)

Ministère de la Défense	88
Agence pour le Développement international	31
Export–Import Bank	178
TOTAL	297

*Les chiffres ont été arrondis et sont sujets à révision aux termes du paragraphe 4 de l'Article III.

LIBERIA

Finance: Consolidation and Rescheduling of Certain Debts

Agreement signed at Monrovia June 22, 1984;
Entered into force July 27, 1984.
With implementing agreement.

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF LIBERIA REGARDING THE CONSOLIDATION AND RESCHEDULING OF CERTAIN DEBTS OWED TO OR GUARANTEED THE UNITED STATES GOVERNMENT AND ITS AGENCIES

The United States of America (The ''United States'') and the Republic of Liberia (''Liberia'') agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on the Consolidation of Liberia's Debt, signed at Paris on December 22, 1983, by representatives of certain creditor nations, including the United States, and by the representative of Liberia, hereinafter referred to as the ''Minute'', the United States and Liberia hereby agree to consolidate and reschedule certain Liberian payments with respect to debts which are owed to or guaranteed by the United States Government or its agencies, as provided for in this Agreement.

2. This Agreement shall be implemented by separate agreements (the ''Implementing Agreements''), between Liberia and the United States with respect to PL–480 Agreements, which are administered by the United States Department of Agriculture, and between Liberia and each of the following United States agencies: the Agency for International Development, the Export–Import Bank of the United States and the United States Department of Defense. The Department of Defense will include in its Implementing Agreement amounts which it will pay the Federal Financing Bank pursuant to contracts of guaranty covering contracts between the Federal Financing Bank and Liberia.

ARTICLE II

Definitions

1. ''Contracts'' means those agreements or other financial agreements which have United States dollar-denominated maturities originally falling due during the Consolidation Period and which relate to:

(a) Commercial credits to the Government of Liberia or covered by its guarantee extended or guaranteed by the United States Government or its Agencies, which credits had original maturities of more than one year and which were extended pursuant to an agreement concluded before January 1, 1983.

(b) Loans and PL–480 credits from the United States Government or its Agencies to the Government of Liberia or covered by its guarantee which had original maturities of more than one year and which were extended pursuant to an agreement concluded before January 1, 1983.

2. "Debt" means the sum of unpaid principal, interest and fees with respect to the Contracts falling due during the Consolidation Period. It is understood that, for Debt which is guaranteed by a United States Government Agency, this Agreement will apply only to that portion of such payments of principal and interest which is covered by a payment guarantee with such Agency. Debt does not include principal and interest with respect to debt consolidated under a previous rescheduling.

3. "Consolidated Debt" means ninety percent of the amount of the Debt. "Non-consolidated Debt" means the remaining ten percent of the Debt.

4. "Consolidation Period" means the period from July 1, 1983 through June 30, 1984, inclusive.

5. "Interest" means interest on Consolidated and Non-consolidated Debt. Interest is payable in accordance with the terms of this Agreement and on any due and unpaid installments of Interest accruing thereon. Interest shall begin to accrue at the rates set forth in this Agreement on the due dates specified in each of the Contracts for the payments of principal, interest and fees comprising the Debt, and shall continue to accrue on the outstanding balances of the Debt, until such outstanding balances are repaid in full. "Additional Interest" shall begin to accrue at the rates set forth in the Implementing Agreements on due but unpaid installments of Interest and Consolidated and Non-consolidated Debt, on the respective due dates for such installments as established by this Agreement and the Implementing Agreements, and shall continue to accrue until such amounts are repaid in full.

6. "Agencies" means the United States Agency for International Development, the Export–Import Bank of the United States and the United States Department of Defense.

ARTICLE III

Terms and Conditions of Payment

1. Liberia agrees to repay the Consolidated Debt in United States dollars in accordance with the following terms and conditions:

   (a) The Consolidation Debt, which amounts to approximately $7.6 million, shall be repaid in ten equal and consecutive semi-annual installments of approximately $760,000 each, payable on each June 30 and December 31 commencing June 30, 1988, with the final installment payable on December 31, 1992.

   (b) The rate of Interest on Consolidated Debt and on any unpaid Interest thereon shall be 3.0 percent per calendar year on the outstanding balance of such payments due to the Agency for International Development, 3.0 percent per calendar year on the outstanding balance of such payments due to the United States with respect to PL–480 agreements, and 13.348 percent per calendar year on the outstanding balance of such payments due to or guaranteed by the Department of Defense.

   (c) For the Export–Import Bank of the United States, the rate of Interest on Consolidated Debt shall be Eximbank's cost for new medium-term borrowings plus one half of one percent. For Interest accruing during the period July 1, 1983 through December 31, 1983 the annual rate shall be 11.208 percent, and during the period January 1, 1984 through July 1, 1984, the annual rate shall be 11.986. For each subsequent six-month period, the Export–Import Bank of the United States shall notify Liberia of the appropriate rate prior to the beginning of such six-month period.

   (d) All interest payable with respect to the Consolidated Debt shall be paid semi-annually on June 30 and December 31 of each year commencing on June 30, 1984.

   (e) A table summarizing the amounts of the Consolidated Debt owed to the United States and its Agencies is attached hereto as Annex B.

2. (a) Liberia agrees to repay the Non-consolidated Debt, which amounts to approximately $845,000, in four equal annual installments of $211,250 each payable on June 30, of each year commencing on June 30, 1984 and ending on June 30, 1987.

(b) The rates of Interest on Non-Consolidated debt due and on any due and unpaid Interest accruing thereon shall be the same as the rates specified in Article III, Paragraph 1(b) and (c) of this Agreement.

(c) Interest with respect to the Non-consolidated Debt shall be paid in semi-annual installments on June 30 and December 31 of each year commencing on June 30, 1984.

(f) A table summarizing the amounts of Non-consolidated Debt owed to the United States Government agencies is attached hereto as Annex C.

4. It is understood that adjustments may be made, as necessary, in the amounts of Consolidated and Non-consolidated Debt by the Implementing Agreements.

ARTICLE IV

General Provisions

1. Liberia agrees to grant to the United States treatment and terms no less favorable than that which may be accorded to any other creditor country or its agencies for the rescheduling or refinancing of debts covered by the Minute.

2. Except as they may be modified by this Agreement or the subsequent Implementing Agreements, all terms of the Contracts remain in full force and effect.

3. Liberia undertakes to pay all debt service due and not paid, and owed to or guaranteed by the United States Government or its Agencies, and not covered by this Agreement as soon as possible, and in any case not later than March 31, 1984.

ARTICLE V

Entry Into Force

1. This agreement shall enter into force following signature of the Agreement and receipt by Liberia of written notice from the United States Government that all necessary domestic legal requirements for entry into force of this Agreement have been fulfilled.[1]

[1] July 27,1984.

Done at Monrovia, Liberia this day of June 22, 1984.

FOR THE UNITED STATES OF AMERICA	FOR THE REPUBLIC OF LIBERIA
William Lacy Swing	G. Alvin Jones

Annex A
Contracts subject to Rescheduling

Agency for International Development
Loan Number

669–H–004A	H–007	H–011	H–016	H–020	T–024
H–004B	H–007B	H–012	H–017	H–021	W–023
H–005	H–008	H–013	H–017A	T–022	
H–006A	H–009	H–014	H–018	T–025	
H–006B	H–010	H–015	H–019	T–026	

EXIM BANK
Loan Number

6736

USDA: PL–480
Loan Number

1–6–66	6–24–70	8–13–80	1–8–81
4–6–82	10–23–67	4–26–72	

Department of Defense
Loan Number

751D 6/28/75	781G (LI–3) 9/19/78	791G (LI–4) 4/19/79
801G (LI–5) 8/11/80	802G (LI–6) 9/14/80	811G (LI–7) 1/14/81
812G (LI–8) 6/30/81	821G (LI–9) 7/12/82	

Annex B

Summary of Consolidated Debt*
(thousands of U.S. dollars)

Department of Defense	3181
Agency for International Development	2821
Export Import Bank	450
Department of Agriculture–PL 480	1162
TOTAL	7614

Annex C

Summary of Non-consolidated Debt*
(thousands of U.S. dollars)

Department Defense	353
Agency for International Development	313
Export Import Bank	50
Department of Agriculture–PL 480	129
TOTAL	845

*Data are rounded and subject to revision per Article III, paragraph 4

[IMPLEMENTING AGREEMENT]

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF LIBERIA REGARDING THE CONSOLIDATION AND RESCHEDULING OF PAYMENTS DUE UNDER P.L. 480 AGRICULTURAL COMMODITY AGREEMENTS

(1) Reference is made to the Agreements Between The United States of America and The Republic of Liberia identified in Annex A attached to this Memorandum of Agreement and hereafter referred to as the "P.L. 480 Agreements." Reference is made also to the Agreement Between The United States of America and The Republic of Liberia Regarding the Consolidation and Rescheduling of Certain Debts Owed to, Guaranteed or Insured by The United States Government and Its Agencies signed in Monrovia, Liberia, on June 22, 1984. The Agreement of June 22, '84 provides for the consolidation and rescheduling of payments under the P.L. 480 Agreements. Reference is also made to the Agreed Minute on the Consolidation of the Debt of The Republic of Liberia signed on December 22, 1983, by The Republic of Liberia and certain of its creditor nations.

(2) In accordance with the Agreement dated June 22, 1984, and the Agreed Minute of December 22, 1983, it is agreed that obligations payable with respect to the P.L. 480 Agreements due from July 1, 1983, through June 30, 1984, inclusive, (referred to hereafter as "Debt") and obligations due and unpaid and not covered by the Agreed Minute (referred to hereafter as "Arrears") shall be repaid as follows.

(a) Debt in the amount of $1,162,127.78 which consists of 90 percent of the payments due from July 1, 1983, through June 30, 1984, inclusive, as listed in Annex A (referred to hereafter as "Consolidated Debt") shall be repaid in ten equal semi-annual installments on June 30 and December 31 with the first payment due June 30, 1988, and the last payment due December 31, 1992, as shown in Annex B.

(b) Interest on the outstanding balance of the Consolidated Debt rescheduled shall accrue at the rate of 3.0 percent per annum beginning on the first day after the due dates under the original agreements, and shall be due and payable beginning June 30, 1984, and semi-annually there-

after on December 31 and June 30 with the last payment due December 31, 1992, as shown in Annex B.

(c) Debt in the amount of $129,125.32 which consists of 10 percent of the payments due from July 1, 1983, through June 30, 1984, listed in Annex A, (referred to hereafter as "Non-Consolidated Debt") shall be repaid in four equal annual installments of $32,281.33 beginning June 30, 1984, with the last payment due June 30, 1987, as shown in Annex C.

(d) Interest on the outstanding balance of the Non-Consolidated Debt rescheduled shall accrue at the rate of 3.0 percent per annum beginning on the first day after the due dates under the original agreement and shall be payable semi-annually beginning June 30, 1984, with the last payment due June 30, 1987, as shown in Annex C.

(e) Arrears, in the amount of $131,293.36 as listed in Annex A, shall be repaid no later than March 31, 1984, as shown in Annex D.

(f) Interest on the outstanding balance of Arrears shall accrue at the interest rate in effect for each agreement and shall be due and payable no later than March 31, 1984, as shown in Annex D.

(3) Additional interest at the rate of 3.0 percent per annum shall accrue to the benefit of the United States of America on any past due unpaid amounts or unpaid portions of amounts as listed in Annexes B, C, and D. Application of payments or credits shall be first to any interest due, with any balance to the principal installment due.

(4) To the extent not amended herein, the terms and conditions of the P.L. 480 Agreements shall remain in full force and effect.

(5) Done at Monrovia, Liberia, in duplicate, this June day 22 1984.

FOR THE	FOR THE
REPUBLIC OF LIBERIA	UNITED STATES OF AMERICA
G. Alvin Jones	William Lacy Swing

ANNEX A

SCHEDULE OF CERTAIN AMOUNTS DUE THE UNITED STATES OF AMERICA
DURING THE PERIOD JULY 1, 1983 THROUGH JUNE 30, 1984 AND ARREARS AS OF
UNDER PL 480, TITLE I AGREEMENT WITH
THE REPUBLIC OF LIBERIA
SHOWING THE AMOUNT OF CONSOLIDATED, NON–CONSOLIDATED AND ARREARS DEBT

Agreement Date (Delivery Year)	Payment Due Date	Total Debt Due	Consolidated Debt 90% of Debt	Non-Consolidated Debt 10 Percent of Debt				Arrears by Agreement
				2.5 Percent	2.5 Percent	2.5 Percent	2.5 Percent	
01–06–66 (66)	04–28–84	$ 46,010.40	$ 41,409.36	$ 1,150.26	$ 1,150.26	$ 1,150.26	$ 1,150.26	$
10–23–67 (68)	04–08–84	48,058.79	43,252.91	1,201.47	1,201.47	1,201.47	1,201.47	
06–24–70 (70)	11–18–83	56,299.47	50,669.51	1,407.49	1,407.49	1,407.49	1,407.49	
04–26–72 (72)	06–24–84	79,062.11	71,155.91	1,976.55	1,976.55	1,976.55	1,976.55	
08–13–80 (80)	10–13–83	405,248.10	364,723.30	10,131.20	10,131.20	10,131.20	10,131.20	109,577.33
01–08–81 (81)	10–15–83	299,903.80	269,913.40	7,497.60	7,497.60	7,497.60	7,497.60	6,468.82
04–06–82 (82)	10–10–83	356,670.43	321,003.39	8,916.76	8,916.76	8,916.76	8,916.76	
								15,247.21[1]
	TOTAL	$1,291,253.10	$1,162,127.78	$32,281.33	$32,281.33	$32,281.33	$32,281.33	$131,293.36

[1] Total amount in arrears under 1981 and 1982 reschedulings (See Annex D). [Footnote in the original]

ANNEX B

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING OF PAYMENTS
AGREEMENT
WITH
THE REPUBLIC OF LIBERIA
REPAYMENT SCHEDULES FOR THE 1983 PL 480, CONSOLIDATED
DEBT
(90 PERCENT OF THE DEBT)

REPAYMENT TERMS
Principal: 10 equal semi-annual installments
Interest: 3 percent

Installment Due Date	Balance of Principal Outstanding	Amount Due		
		Principal	Interest	Total Amount Due
06–30–84	$1,162,127.78	$ -0-	$ 21,934.13	$ 21,934.13
12–31–84	1,162,127.78	-0-	17,575.19	17,575.19
06–30–85	1,162,127.78	-0-	17,288.64	17,288.64
12–31–85	1,162,127.78	-0-	17,575.19	17,575.19
06–30–86	1,162,127.78	-0-	17,288.64	17,288.64
12–31–86	1,162,127.78	-0-	17,575.19	17,575.19
06–30–87	1,162,127.78	-0-	17,288.64	17,288.64
12–31–87	1,162,127.78	-0-	17,575.19	17,575.19
06–30–88	1,162,127.78	116,212.78	17,288.64	133,501.42
12–31–88	1,045,915.00	116,212.78	15,817.67	132,030.45
06–30–89	929,702.22	116,212.78	13,830.91	130,043.69
12–31–89	813,489.44	116,212.78	12,302.63	128,515.41
06–30–90	697,276.66	116,212.78	10,373.18	126,585.96
12–31–90	581,063.88	116,212.78	8,787.60	125,000.38
06–30–91	464,851.10	116,212.78	6,915.45	123,128.23
12–31–91	348,638.32	116,212.78	5,272.56	121,485.34
06–30–92	232,425.54	116,212.78	3,457.73	119,670.51
12–31–92	116,212.76	116,212.76	1,757.52	117,970.28
	TOTAL	$1,162,127.78	$239,904.70	$1,402,032.48

ANNEX C

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING OF PAYMENTS
AGREEMENT
WITH
THE REPUBLIC OF LIBERIA
REPAYMENT SCHEDULE FOR THE 1983 P.L. 480,
NON-CONSOLIDATED DEBT
(10 PERCENT OF THE DEBT)

REPAYMENT TERMS

Principal:	2.5 percent due on June 30, 1984	$ 32,281.33
	2.5 percent due on June 30, 1985	32,281.33
	2.5 percent due on June 30, 1986	32,281.33
	2.5 percent due on June 30, 1987	32,281.33
		$129,125.32

Interest: 3 percent

Installment Due Date	Balance of Principal Outstanding	Amount Due		
		Principal	Interest	Total Amount Due
06–30–84	$129,125.32	$ 32,281.33	$2,437.12	$ 34,718.45
12–31–84	96,843.99	-0-	1,464.63	1,464.63
06–30–85	96,843.99	32,281.33	1,440.69	33,722.02
12–31–85	64,562.66	-0-	976.42	976.42
06–30–86	64,562.66	32,281.33	960.46	33,241.79
12–31–86	32,281.33	-0-	488.21	488.21
06–30–87	32,281.33	32,281.33	480.23	32,761.56
	TOTAL	$129,125.32	$8,247.76	$137,373.08

ANNEX D

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING OF PAYMENTS
AGREEMENT
WITH
THE REPUBLIC OF LIBERIA
REPAYMENT SCHEDULE FOR P.L. 480, ARREARAGES

REPAYMENT TERMS
Payments are due no later than March 31, 1984
Interest Rate: per agreement

Agreement Date	Amounts in Arrears	Interest Start Date	Number of Days to 3/31/84	Interest on Arrears thru 3/31/84	Total Amount Due
08–13–80	$ 99,996.29	10–31–81	899	$6,388.81	$106,385.10
08–13–80	9,581.04	10–13–82	534	420.52	10,001.56
01–08–81	6,468.82	10–15–82	532	188.57	6,657.39
05–07–81	186.91	09–30–81	912	14.01	200.92
05–07–81	409.55	12–31–81	820	27.60	437.15
05–07–81	165.53	03–31–82	730	9.93	175.46
05–07–81	269.44	07–31–82	609	13.49	282.93
05–07–81	112.87	09–30–82	547	5.07	117.94
05–07–81	52.04	03–31–83	365	1.56	53.60
05–07–81	4,111.53	09–30–83	182	61.50	4,173.03
10–19–82	129.82	09–30–82	547	5.84	135.66
10–19–82	57.25	11–15–82	501	2.36	59.61
10–19–82	407.57	09–30–83	182	6.10	413.67
10–19–82	4,528.56	09–30–83	182	67.74	4,596.30
10–19–82	2,465.52	11–15–83	136	27.56	2,493.08
10–19–82	39.27	06–30–83	274	.88	40.15
10–19–82	2,311.35	08–15–83	228	43.31	2,354.66
Total	$131,293.36			$7,284.85	$138,578.21

MOZAMBIQUE

Investment Incentive

Agreement effected by exchange of notes
Signed at Maputo July 28, 1984;
Entered into force August 29, 1984.

INVESTMENT INCENTIVE AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF MOZAMBIQUE

Excellency:

I have the honor to refer to conversations which have recently taken place between representatives of our two Governments relating to:
(i) economic activities in the People's Republic of Mozambique by citizens of the United States of America and entities in which such citizens have a beneficial ownership interest and which promote the development of the economic resources and productive capacities of the People's Republic of Mozambique; and
(ii) investment insurance including reinsurance, and guaranties which are backed in whole or in part by the credit or public monies of the United States of America and are administered either directly by the Overseas Private Investment Corporation "OPIC", an independent Government corporation organized under the laws of the United States of America, or pursuant to arrangements between OPIC and commercial insurance, reinsurance and other companies.

I also have the honor to confirm the following understandings reached as a result of those conversations:

ARTICLE 1

As used herein, the term "Coverage" shall refer to any investment insurance, reinsurance or guaranty which is used in accordance with this agreement by OPIC, by any successor agency of the United States of America or by any other entity or group of entities, pursuant to risk sharing arrangements with OPIC or any successor agency, all of whom

are hereinafter deemed included in the term "Issuer" to the extent of their interest as insurer, reinsurer, or guarantor in any Coverage, whether as a party or successor to a contract providing Coverage or as an agent for the administration of Coverage.

ARTICLE 2

The procedures set forth in this Agreement shall apply only with respect to Coverage relating to projects or activities registered with or in any other way approved for purposes of this Agreement by the Government of the People's Republic of Mozambique or to Coverage relating to projects with respect to which the Government of the People's Republic of Mozambique or any agency or political subdivision thereof, has entered into a contract involving the provision of goods or services.

ARTICLE 3

(a) If the Issuer makes payment to any party under Coverage, the Government of the People's Republic of Mozambique shall, subject to the provisions of Article 4 hereof, recognize the transfer to the Issuer of any currency, credits, assets, or investment on account of which payment under such Coverage is made as well as the succession of the Issuer to any right, title, claim, privilege, or cause of action existing, or which may arise, in connection therewith.

(b) The Issuer shall assert no greater rights than those of the transferring party under Coverage with respect to any interests transferred or succeeded to under this Article. Nothing in this Agreement shall limit the right of the Government of the United States of America to assert a claim under international law in its sovereign capacity,

as distinct from any rights it may have as Issuer. Each Government shall retain the right to assert such a claim.

(c) The issuance of Coverage outside of the People's Republic of Mozambique with respect to a project or activity in the People's Republic of Mozambique shall not subject the Issuer to regulation under the laws of the People's Republic of Mozambique applicable to insurance or financial organizations.

(d) Funds introduced or acquired in the People's Republic of Mozambique or withdrawn from the People's Republic of Mozambique by the Issuer related to its financing activities shall be exempt from all taxes upon income and from any other similar taxes or levies in the People's Republic of Mozambique. This exemption shall continue until the complete reimbursement of such funds to the Issuer.

ARTICLE 4

To the extent that the laws of the People's Republic of Mozambique partially or wholly invalidate or prohibit the acquisition from a party under Coverage of any interest in any property within the territory of the People's Republic of Mozambique by the Issuer, the Government of the People's Republic of Mozambique shall permit such party and the Issuer to make appropriate arrangements pursuant to which such interests are transferred to an entity permitted to own such interests under the laws of the People's Republic of Mozambique.

ARTICLE 5

Amounts in the lawful currency of the People's Republic of Mozambique, including credits thereof, acquired by the Issuer by virtue of such

Coverage shall be accorded treatment by the Government of the People's Republic of Mozambique no less favorable as to use and conversion than the treatment to which such funds would be entitled in the hands of the party under Coverage.

Such amounts and credits may be transferred by the Issuer to any person or entity and upon such transfer shall be freely available for use by such person or entity in the territory of the People's Republic of Mozambique.

ARTICLE 6

(a) Any dispute between the Government of the United States of America and the Government of the People's Republic of Mozambique regarding the interpretation of this Agreement or which, in the opinion of one of the Governments, involves a question of public international law arising out of any project or activity for which Coverage has been issued shall be resolved, insofar as possible, through negotiations between the two Governments. If at the end of three months following the request for negotiations the two Governments have not resolved the dispute by agreement, the dispute, including the question of whether such dispute presents a question of public international law, shall be submitted, at the initiative of either Government, to an arbitral tribunal for resolution in accordance with Article 6(b).

(b) The arbitral tribunal for resolution of disputes pursuant to Article 6(a) shall be established and function as follows:

(i) Each Government shall appoint one arbitrator; these two arbitrators shall designate a president by common agreement who shall be a citizen of a third state and be appointed by the two Governments. The arbitrators shall be appointed within two months and the

president within three months of the date of receipt of either Government's request for arbitration. If the appointments are not made within the foregoing time limits, either Government may, in the absence of any other agreement, request the President of the International Court of Justice to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments.

(ii) The arbitral tribunal shall base its decision on the applicable principles and rules of public international law. The arbitral tribunal shall decide by majority vote. Its decision shall be final and binding.

(iii) Each of the Governments shall pay the expense of its arbitrator and of its representation in the proceedings before the arbitral tribunal; the expenses of the President and the other costs shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt regulations concerning the costs, consistent with the foregoing. However, the arbitral tribunal as part of its decision may determine that the Government in whose favor the decision is made is entitled to reimbursement of all or part of its reasonable expenses from the other Government.

(iv) In all other matters, the arbitral tribunal shall regulate its own procedures.

ARTICLE 7

This Agreement shall continue in force until six months from the date of receipt of a note by which one Government informs the other of an intent no longer to be a party to the Agreement. In such event, the provisions of the Agreement with respect to Coverage issued while the Agreement was in force shall remain in force for the duration of

such coverage, but in no case longer than twenty years after the denunciation of the Agreement.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of the People's Republic of Mozambique, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, to enter into force on the date of the note by which the Government of the People's Republic of Mozambique communicates to the Government of the United States of America that this exchange of notes has been approved pursuant to its constitutional procedures.

Accept, Excellency, the renewed assurances of my highest consideration.

Peter Jon de Vos
Ambassador

REPÚBLICA POPULAR DE MOÇAMBIQUE

Maputo, 23 de Julho de 1984

A SUA EXCELÊNCIA
O EMBAIXADOR DOS ESTADOS
UNIDOS DA AMÉRICA DO NORTE
M A P U T O

Excelência:

Tenho a honra de me referir às conversações recentemente havidas entre os representantes dos nossos dois Governos e responder à nota de Vosssa Excelência sobre:

(i) Actividades económicas de cidadãos dos Estados Unidos da América do Norte e entidades em que esses cidadãos tenham um direito de propriedade na República Popular de Moçambique, tendentes a promover o desenvolvimento dos recursos económicos e capacidade produtiva da República Popular de Moçambique; e

(ii) Seguros de investimento, incluindo resseguro e garantias sustentadas no todo ou em parte por créditos ou fundos públicos dos Estados Unidos da América do Norte e administrados quer directamente pela " Overseas Private Investment Corporation " (OPIC) uma corporação Governamental independente, organizada de conformidade com as leis Norte Americanas, quer segundo acordos entre a OPIC e Companhias de Seguros Comerciais, resseguro e outras.

Tenho também a honra de confirmar os seguintes entendimentos resultantes dessas conversações e inumeradas na nota de Vossa Excelência:

Artigo 1

Para os efeitos do presente documento o termo "Cobertura" significa qualquer seguro, resseguro ou garantia de investimento que seja realizado nos termos deste Acordo pela OPIC, por qualquer agência dos Estados Unidos da América do Norte que lhe venha a suceder ou por qualquer outra entidade ou grupo de entidades, proporcionalmente aos riscos dos acordos com a

OPIC ou agência que lhe venha a suceder, as quais de agora em diante se consideram abrangidas pelo termo "Emitente", na medida do seu interesse como segurador, ressegurador ou garante em qualquer Cobertura, quer como parte quer como sucessora num contrato que forneça Cobertura ou como agente para a administração da Cobertura.

Artigo 2

As normas estabelecidas neste Acordo aplicar-se-ão somente à Cobertura relacionada com projectos ou a actividades registadas ou de qualquer modo aprovadas para as finalidades deste Acordo pelo Governo da República Popular de Moçambique, ou à Cobertura relacionada com projectos a respeito dos quais o Governo da República Popular de Moçambique ou qualquer agência ou subdivisão política tenha feito um contrato envolvendo o fornecimento de bens ou serviços.

Artigo 3

(a) Se o Emitente efectuar pagamentos a qualquer parte sob Cobertura, o Governo da República Popular de Moçambique sancionará, segundo o disposto no Artigo 4 desde Acordo

a transferência ao Emitente de quaisquer fundos, créditos, activo ou investimento em relação aos quais o pagamento sob tal Cobertura tiver sido feito, bem assim como a sucessão do Emitente em qualquer direito, título, reivindicação, privilégio ou direito a acção judicial que exista ou que daí possa surgir.

(b) O Emitente não reivindicará maiores direitos do que aqueles que a parte transferidora sob Cobertura possui quanto a quaisquer interesses transferidos ou recebidos em sucessão de acordo com este Artigo. Nada neste Acordo limitará o direito de reivindicação segundo as normas do direito internacional, do Governo dos Estados Unidos da América do Norte, na sua capacidade soberana, direito de reivindicação esse, sendo distinto de quaisquer outros que possa ter como Emitente. Cada Governo reterá o direito de usar tal reivindicação.

(c) A emissão de Cobertura fora da República Popular de Moçambique com respeito a um projecto ou actividade em Moçambique não sujeitará o Emitente à regulamentação sob as leis de Moçambique aplicáveis a organizações de seguros ou financeiras.

(d) Os fundos introduzidos ou adquiridos na República Popular de Moçambique ou retirados da República Popular de Moçambique pelo Emitente relacionados com a sua actividade financiadora serão isentos de todos os impostos sobre rendimentos e de quaisquer outros impostos ou tributos semelhantes na República Popular de Moçambique. Esta isenção subsiste até ao reembolso integral do Emitente.

Artigo 4

No caso das leis da República Popular de Moçambique invalidarem ou proibirem parcial ou totalmente a aquisição por uma parte sob Cobertura de qualquer interesse em qualquer propriedade dentro do Território da República Popular de Moçambique pelo Emitente, o Governo da República Popular de Moçambique permitirá que essa parte e o Emitente cheguem aos entendimentos necessários e que tais interesses sejam transferidos para uma Entidade à qual se permita possuir tais interesses segundo as leis da República Popular de Moçambique.

Artigo 5

As quantias em moeda legal da República Popular de Moçambique incluindo créditos adquiridos pelo Emitente por virtude de tal

Cobertura receberão por parte do Governo da República Popular de Moçambique tratamento não menos favorável quanto a uso e conversão do que o tratamento a que esses fundos teriam direito na posse da parte segurada. Tais quantias e créditos podem ser transferidos pelo Emitente a qualquer pessoa ou entidade e após tal transferência ficarão totalmente disponíveis para uso por tal pessoa ou entidade no território da República Popular de Moçambique.

Artigo 6

(a) Qualquer disputa entre o Governo da República Popular de Moçambique e o Governo dos Estados Unidos da América do Norte quanto à interpretação deste Acordo ou que, na opinião de um dos dois Governos envolva uma questão de direito internacional público que decorra de qualquer projecto ou actividade para o qual tenha sido fornecida Cobertura, será resolvida, tanto quanto possível, por meio de negociações entre os dois Governos. Se, no fim de três meses após o pedido de negociações, os dois Governos não tiverem resolvido a disputa por meio de acordo, a disputa, incluindo o facto de saber se a mesma constitui uma questão de direito internacional público, será submetida, por iniciativa

de qualquer um dos dois Governos, a um tribunal arbitral para solução, conforme estabelecido no Artigo 6 (b).

(b) O tribunal arbitral para a solução de disputas, a que se refere o Artigo 6 (a), será formado e funcionará do seguinte modo:

(i) Cada Governo nomeará um árbitro, esses dois árbitros designarão um presidente, por acordo mútuo, que será um cidadão de um terceiro país e que será nomeado pelos dois Governos. Os árbitros serão nomeados dentro de dois meses e o presidente dentro de três meses a partir da data da recepção do pedido de arbitragem por qualquer um dos dois Governos. Se as nomeações não forem feitas dentro dos prazos mencionados, qualquer um dos Governos poderá, na ausência de qualquer outro entendimento, requerer ao presidente do Tribunal Internacional de Justiça para fazer a necessária nomeação ou nomeações, e ambos os Governos concordarão em aceitar essa nomeação ou nomeações.

(ii) O tribunal arbitral baseará a sua decisão nos princípios e regras do direito internacional público que

se apliquem ao caso. O tribunal arbitral decidirá por maioria de votos. A sua decisão será definitiva e obrigatória.

(iii) Cada um dos Governos pagará as despesas do seu árbitro e da sua representação no processo perante o tribunal arbitral; as despesas do presidente e outros custos serão pagos em partes iguais pelos dois Governos. O tribunal arbitral poderá adoptar regulamentos quanto aos custos, de acordo com o exposto acima. Contudo, o tribunal arbitral poderá determinar na sua sentença que o Governo a favor do qual a decisão for tomada, fica habilitado ao reembolso pelo outro Governo de todas ou parte das despesas razoáveis.

(iv) Em todos os outros assuntos, o tribunal arbitral decidirá sobre o seu próprio processo.

Artigo 7

Este Acordo permanecerá em vigor durante seis meses a partir da data da recepção da notificação de um dos Governos informando o

outro da intensão de não mais participar no Acordo. Nesse caso, as disposições do Acordo, no que diz respeito à Cobertura feita durante a sua vigência, continuarão a vigorar no decurso da duração de tal Cobertura mas, em caso algum, por mais de vinte anos após a denúncia do Acordo.

Em resposta à nota de Vossa Excelência, informo que as cláusulas acima mencionadas foram aceites pelo Governo da República Popular de Moçambique. O Governo dos Estados Unidos da América do Norte pode considerar que esta resposta à nota de Vossa Excelência constitui um Acordo entre os nossos dois Governos sobre este assunto, Acordo esse que entra em vigor na data em que o Governo da República Popular de Moçambique comunicar ao Governo dos Estados Unidos da América do Norte que esta troca de notas foi aprovada em conformidade com os procedimentos constitucionais.

Queira Vossa Excelência aceitar a expressão da minha mais alta consideração.

Rui Baltasar dos Santos Alves
Ministro das Finanças da
República Popular de Moçambique

TRANSLATION

PEOPLE'S REPUBLIC OF MOZAMBIQUE

Maputo, July 28, 1984

His Excellency
The Ambassador of the
United States of America
Maputo

Excellency:

I have the honor to refer to the recent conversations between the representatives of our two governments and to reply to your note concerning:

[For text of the U.S. note, see pp. 2-7.]

In reply to your note, I inform you that the provisions set forth above have been accepted by the Government of the People's Republic of Mozambique. The Government of the United States of America can deem this reply to Your Excellency's note to constitute an agreement between our two governments on this matter, which agreement shall enter into force on the date the Government of the People's Republic of Mozambique notifies the Government of the United States of America that this exchange of notes has been approved in accordance with constitutional procedures.

Accept, Excellency, the assurances of my highest consideration.

[Signature]
Rui Baltasar dos Santos Alves
Minister of Finance of the
People's Republic of Mozambique

BAHAMAS

Investment Guaranties

Agreement effected by exchange of notes
Signed at Nassau April 5, 1983 and September 27, 1984;
Entered into force September 27, 1984.

The American Ambassador to the Bahamian Minister of External Affairs

No. 42 Nassau, April 5, 1983

Excellency:

I have the honor to refer to conversations which have taken place between representatives of our two Governments relating to economic activities in The Bahamas which promote the development of the economic resources and productive capacities of The Bahamas and to investment insurance (including reinsurance) and guaranties which are backed in whole or in part by the credit or public monies of the United States of America and are administered either directly by the Overseas Private Investment Corporation ("OPIC"), an independent government corporation organized under the laws of the United States of America, or pursuant to arrangements between OPIC and commercial insurance, reinsurance and other companies. I have the honor to transmit the following proposed language of an Overseas Private Investment Corporation ("OPIC") Agreement between our two Governments.

ARTICLE 1

As used herein, the term "Coverage" shall refer to any investment insurance, reinsurance or guaranty which is issued in accordance with this agreement by OPIC, by any successor agency of the United States of America or by any other entity or group of entities, pursuant to arrangements with OPIC or any successor agency, all of whom are hereinafter deemed included in the term "Issuer" to the extent

His Excellency
Paul L. Adderley,
Minister of External Affairs,
Nassau.

of their interest as insurer, reinsurer, or guarantor in any Coverage, whether as a party or successor to a contract providing Coverage or as an agent for the administration of Coverage.

ARTICLE 2

The procedures set forth in this Agreement shall apply only with respect to Coverage relating to projects or activities registered with or otherwise approved by the Government of The Bahamas or to Coverage relating to projects with respect to which the Government of The Bahamas, or any agency or political subdivision thereof, has entered into a contract involving the provision of goods or services.

ARTICLE 3

(a) If the Issuer makes payment to any party under Coverage, the Government of The Bahamas shall, subject to the provisions of Article 4 hereof, recognize the transfer to the Issuer of any currency, credits, assets, or investment on account of which payment under such Coverage is made as well as the succession of the Issuer to any right, title, claim, privilege, or cause of action existing, or which may arise, in connection therewith.

(b) The Issuer shall assert no greater rights than those of the transferring party under Coverage with respect to any interests transferred or succeeded to under this Article. Nothing in this Agreement shall limit the right of the Government of the United States of America to assert a claim under international law in its sovereign capacity, as distinct from any rights it may have as Issuer.

(c) The issuance of Coverage outside of The Bahamas with respect to a project or activity in The Bahamas shall not subject the Issuer to regulation under the laws of The Bahamas applicable to insurance or financial organizations.

(d) Funds introduced or acquired in The Bahamas or withdrawn from The Bahamas by the Issuer shall be exempt from all taxes upon income, real property or sales, from customs duties, and from any other similar taxes or levies in The Bahamas.

ARTICLE 4

To the extent that the laws of The Bahamas partially or wholly invalidate or prohibit the acquisition from a party under Coverage of any interest in any property within the territory of The Bahamas by the Issuer, the Government of The Bahamas shall permit such party and the Issuer to make appropriate arrangements pursuant to which such interests are transferred to an entity permitted to own such interests under the laws of The Bahamas.

ARTICLE 5

Amounts in the lawful currency of The Bahamas, including credits thereof, acquired by the Issuer by virtue of such Coverage shall be accorded treatment by the Government of The Bahamas no less favorable as to use and conversion than the treatment to which such funds would be entitled in the hands of the party under Coverage. Such amounts and credits may be transferred by the Issuer to any person or entity in the territory of The Bahamas.

ARTICLE 6

(a) Any dispute between the Government of the United States of America and the Government of The

Bahamas regarding the interpretation of this Agreement or which, in the opinion of one of the Governments, involves a question of public international law arising out of any project or activity for which Coverage has been issued shall be resolved, insofar as possible, through negotiations between the two Governments. If at the end of three months following the request for negotiations the two Governments have not resolved the dispute by agreement, the dispute, including the question of whether such dispute presents a question of public international law, shall be submitted, at the initiative of either Government, to an arbitral tribunal for resolution in accordance with Article 6(b).

(b) The arbitral tribunal for resolution of disputes pursuant to Article 6(a) shall be established and function as follows:

(i) Each Government shall appoint one arbitrator; these two arbitrators shall designate a president by common agreement who shall be a citizen of a third state and be appointed by the two Governments. The arbitrators shall be appointed within two months and the president within three months of the date of receipt of either Government's request for arbitration. If the appointments are not made within the foregoing time limits, either Government may, in the absence of any other agreement, request the President of the International Court of Justice to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments.

(ii) The arbitral tribunal shall base its decision on the applicable principles and rules of public

international law. The arbitral tribunal shall decide by majority vote. Its decision shall be final and binding.

(iii) Each of the Governments shall pay the expense of its arbitrator and of its representative in the proceedings before the arbitral tribunal; the expenses of the president and the other costs shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt regulations concerning the costs, consistent with the foregoing.

(iv) In all other matters, the arbitral tribunal shall regulate its own procedures.

ARTICLE 7

This Agreement shall continue in force until six months from the date of receipt of a note by which one Government informs the other of an intent no longer to be a party to the Agreement. In such event, the provisions of the Agreement with respect to Coverage issued while the Agreement was in force shall remain in force for the duration of such Coverage, but in no case longer than twenty years after the denunciation of the Agreement.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of The Bahamas, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, to enter into force on the date of the note by which the Government of The Bahamas communicates to the Government of the

United States of America that this exchange of notes has been approved pursuant to its constitutuional procedures.

Accept, Excellency, the renewed assurances of my highest consideration.

The Bahamian Minister of External Affairs to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS
Nassau, Bahamas

27 September, 1984.

No. 419

Excellency,

I have the honour to acknowledge receipt of Your Excellency's Note No. 42 of 5th April, 1983, which reads as follows:

[For text of the U.S. note, see pp. 2-7.]

I have the honour to inform Your Excellency that the foregoing proposals are acceptable to the Government of The Commonwealth of The Bahamas and in consequence Your Excellency's Note and this reply should constitute an Agreement between our two Governments in this matter which shall enter into force with effect from the date of this letter.

Accept, Excellency, the assurances of my highest consideration.

P L Adderley
MINISTER OF FOREIGN AFFAIRS
AND ATTORNEY GENERAL

His Excellency Dr Lev E Dobriansky
Ambassador of the United States of America
Embassy of the United States of America
NASSAU, Bahamas

TIAS 10997

MADAGASCAR

Finance: Consolidation and Rescheduling of Certain Debts

Agreement signed at Washington September 28, 1984;
Entered into force November 19, 1984.

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE DEMOCRATIC REPUBLIC OF MADAGASCAR
REGARDING THE CONSOLIDATION AND RESCHEDULING OF
CERTAIN DEBTS OWED TO, GUARANTEED BY OR INSURED
BY THE UNITED STATES GOVERNMENT

The United States of America (the "United States") and the DEMOCRATIC REPUBLIC OF MADAGASCAR ("Madagascar") agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on the Consolidation of Madagascar's Debts, signed at Paris on March 23, 1984, by representatives of certain nations, including the United States, and agreed to by the representative of Madagascar, hereinafter referred to as the "Minute", the United States and Madagascar agree to consolidate and reschedule certain Malagasy payments with respect to debts which are owed to, guaranteed by or insured by the United States Government as provided for in this Agreement.

2. This Agreement shall be implemented by separate agreements (the "Implementing Agreements"), between Madagascar and each of the following agencies: the Agency for International Development and the Export-Import Bank of the United States. The rescheduling of

payments with respect to the credit guaranteed by the Export-Import Bank relating to the purchase by Madagascar of a 747 Boeing aircraft will be implemented by separate agreement, using similar terms to that of the Minute.

ARTICLE II

Definitions

1. "Contracts" means those agreements or other financial arrangements which have United States dollar-denominated maturities falling due during the Consolidation Period under

(a) Commercial credits insured by the United States or its Agencies which creditors had original maturities of more than one year and which were extended pursuant to an agreement concluded before July 1, 1983, or

(b) Loans from the Agency for International Development which had original maturities of more than one year and which were extended pursuant to an agreement concluded before July 1, 1983.

(c) Contracts do not include the credit guaranteed by the Export-Import Bank relating to the purchase by Madagascar of a Boeing 747 aircraft.

2. "Debt" means the sum of unpaid principal, interest and fees with respect to the Contracts due as of June 30, 1983, or falling due during the Consolidation Period. It is understood that, for Debt which is guaranteed or insured by a United States Government Agency, this Agreement will apply only to that portion of such payments of principal and interest which is covered by an assurance agreement or payments guarantee with such agency.

3. "Consolidated Debt" means 95 percent of the amount of Debt. "Non-consolidated Debt" means the remaining 5 percent of the Debt.

4. "Consolidation Period" means the period from July 1, 1983 through December 31, 1984, inclusive.

5. "Interest" means interest accruing on or after July 1, 1983, on Consolidated and Non-consolidated Debt. Interest is payable in accordance with the terms of this Agreement and on any due and unpaid installments of Interest accruing thereon. Interest shall begin to accrue at the rates set forth in this Agreement on the

relevant due dates for Consolidated and Non-consolidated Debt and shall continue to accrue on the outstanding balance thereof, until such outstanding balances are repaid in full.

6. "Agencies" means the Agency for International Development and the United States Export-Import Bank.

ARTICLE III

Terms and Conditions of Payment

1. Madagascar agrees to repay the Consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Consolidated Debt, which amounts to approximately $947,492, shall be repaid in 12 equal and consecutive semi-annual installments of approximately $78,958 each, payable on March 31 and September 30, commencing on September 30, 1989, and ending on March 31, 1995.

(b) The rate of Interest on Consolidated Debt shall be as follows for the following agencies:

(i) 3.0 percent for the Agency for International Development.

(ii) For the Export-Import Bank of the United States the rate of Interest on Consolidated Debt shall be Eximbank's cost of new medium term borrowing plus one half of one percent. For Interest accruing during the period January 1, 1984, to June 30, 1984, the annual rate shall be 11.986 percent. For Interest accruing during the period July 1, 1984, to December 31, 1984, the rate shall be 14.213 percent. For each subsequent six-month period, the Export-Import Bank of the United States shall notify Madagascar of the appropriate rate prior to the beginning of such six-month period.

(c) All Interest payable with respect to the Consolidated Debt shall be paid semi-annually on March 31 and September 30 of each year, commencing on September 30, 1984.

(d) A table summarizing the amounts of the Consolidated Debt owed to United States Government Agencies is attached hereto as Annex B.

2. (a) Madagascar agrees to repay the Non-consolidated Debt, which amounts to approximately $49,868, on December 31, 1984.

(b) The rates of Interest on Non-consolidated Debt shall be the same as the rates specified in Article III, Paragraph 1(b) of this Agreement.

(c) Interest with respect to the Non-consolidated Debt shall be paid in semi-annual installments on March 31 and September 30 of each year commencing on September 30, 1984.

(d) A table summarizing the amounts of Non-Consolidated Debt owed to United States Government Agencies is attached hereto as Annex C.

3. It is understood that adjustments may be made, as necessary, in the amounts of Consolidated and Non-consolidated Debt.

ARTICLE IV

General Provisions

1. Madagascar agrees to grant the United States treatment and terms no less favorable than that which may be accorded to any other creditor country or its agencies for the rescheduling or refinancing of debts covered by the Minute.

2. Except as they may be modified by the Agreement or the subsequent Implementing Agreement, all terms of the Contracts remain in full force and effect.

3. Madagascar agrees to pay all debt service due and not paid, which is owed to or guaranteed by the United States Government or its Agencies, but which is not covered by this Agreement as soon as possible, and in any case not later than July 31, 1984.

ARTICLE V

Entry into Force

1. This agreement shall enter into force following signature of the Agreement and receipt by Madagascar of written notice from the United States Government that all necessary domestic legal requirements for entry into force of the Agreement have been fulfilled.[1]

Done at Washington, D.C., in duplicate in the English this 28th day of September, 1984.

FOR THE UNITED STATES OF AMERICA

Lauralee Peters
Office of Monetary Affairs
Department of State

FOR THE DEMOCRATIC REPUBLIC OF MADAGASCAR

Richard Randriamaholy
Governor, Central Bank
Madagascar

[1] Nov. 19, 1984.

Annex A

Loans to be Rescheduled

Loan Numbers

Agency for International Development

687-H-001

001A

002A

W-005

Export-Import Bank

one supplier credit

FG 6463 (to be rescheduled by separate agreement)

Annex B

Summary of Consolidated Debt

(in U.S. dollars)

AID	284,839
EXIM	662,653
Total	947,492

Annex C

Summary of Non-Consolidated Debt

(in U.S. dollars)

AID	14,992
EXIM	34,876
Total	49,868

JAMAICA

Finance: Consolidation and Rescheduling of Certain Debts

Agreement signed at Washington November 8, 1984;
Entered into force December 13, 1984.

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND JAMAICA
REGARDING THE CONSOLIDATION AND RESCHEDULING OF
CERTAIN DEBTS OWED TO, GUARANTEED BY OR INSURED
BY THE UNITED STATES GOVERNMENT AND ITS AGENCIES

The United States of America (the "United States") and Jamaica agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on the Consolidation of Jamaica's debts, signed at Paris on July 16, 1984, by representatives of certain nations, including the United States, and agreed to by the representative of Jamaica, hereinafter referred to as the "Minute", the United States and Jamaica agree to consolidate and reschedule certain Jamaican payments with respect to debts which are owed to, guaranteed by or insured by the United States Government or its agencies, as provided for in this Agreement.

2. This Agreement shall be implemented by separate agreements (the "Implementing Agreements"), between Jamaica and the United States with respect to PL-480 agreements, which are administered by the United States Department of Agriculture, and between Jamaica and each of the following United States agencies: the Agency for International Development, the United States Export-Import Bank, the Commodity Credit Corporation, and the Department of Defense. The Department of Defense will include in its Implementing Agreement amounts which it will pay the Federal Financing Bank pursuant to contracts of guaranty covering contracts between the Federal Financing Bank and Jamaica.

ARTICLE II

Definitions

1. "Contracts" means those agreements or other financial arrangements which have United States dollar-denominated maturities falling due during the Consolidation Period under:

(a) Commercial credits guaranteed or insured by the United States or its Agencies, which credits had original maturities of more than one year and which were extended pursuant to an agreement concluded before October 1, 1983.

(b) Loans and PL-480 credits from the United States Government or its Agencies which had original maturities of more than one year and which were extended pursuant to an agreement concluded before October 1, 1983.

(c) "Contracts" do not include agreements or financial arrangements which have maturities falling due under credits guaranteed, insured or extended by the United States or its Agencies to private sector borrowers in Jamaica where those Contracts were not guaranteed by Jamaica.

(d) A table listing the relevant Contracts to be included under the rescheduling is attached hereto as Annex A.

2. "Consolidation Period" means the period from January 1, 1984, through March 31, 1985, inclusive.

3. "Consolidated Debt" means:

(a) 100 percent of the unpaid principal and fees with respect to the Contracts falling due during the Consolidation Period;

(b) 92 percent of the unpaid interest due the Agency for International Development with respect to the Contracts falling due during the Consolidation Period; and

(c) 50 percent of unpaid interest with respect to the Contracts falling due during the Consolidation Period, other than Contracts under which interest is due to the Agency for International Development.

(d) It is understood that for Consolidated Debt which is guaranteed or insured by a United States Government Agency, this Agreement will apply only to that portion of such payments of principal and interest which is covered by an assurance agreement or payments guarantee with such Agency.

4. "Non-consolidated Debt" means, with respect to the Contracts falling due during the Consolidation Period, eight percent of the unpaid interest due the Agency for International Development and 50 percent of all other unpaid interest.

5. "Principal Arrears" means principal with respect to the Contracts which were due as of December 31, 1983, and unpaid.

6. "Interest Arrears" means interest with respect to the Contracts which were due as of December 31, 1983, and unpaid.

7. "Interest" means interest accruing on or after January 1, 1984, on Consolidated Debt, Principal Arrears and Interest Arrears. Interest is payable in accordance with the terms of this Agreement and on any due and unpaid installments of Interest accruing thereon. Interest shall begin to accrue at the rates set forth in this Agreement on the relevant due dates for Consolidated Debt and on January 1, 1984, for Principal Arrears and Interest Arrears, and shall continue to accrue on the outstanding balance thereof, until such outstanding balance is repaid in full. "Additional Interest" shall begin to accrue at the rates set forth in the Implementing Agreements on due but unpaid installments of Consolidated Debt,

Non-consolidated Debt, Principal Arrears and Interest Arrears, on the respective due dates as established by this Agreement and the Implementing Agreements, and shall continue to accrue until such amounts are repaid in full.

8. "Agencies" means the Agency for International Development, the United States Export Import Bank, the Commodity Credit Corporation and the Department of Defense.

ARTICLE III

Terms and Conditions of Payment

1. Jamaica agrees to repay the Consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Consolidated Debt, which amounts to approximately $86.3 million, shall be repaid in 10 equal and consecutive semi-annual installments of approximately $8.63 million each, payable on February 15 and August 15, commencing on February 15, 1989, and ending on August 15, 1993.

(b) The rate of Interest on Consolidated Debt shall be as follows for the following Agencies:

(i) 4.0 percent per year for the United States with respect to PL-480 agreements;

(ii) For the Commodity Credit Corporation the rate of Interest on Consolidated Debt shall be determined on an annual basis and will be based on the cost of borrowing by the Corporation. For Interest accruing in calendar year 1984, the annual rate shall be 12 percent. For Interest accruing in subsequent years, the Commodity Credit Corporation shall notify Jamaica of the appropriate rate no more than thirty days after the beginning of such year;

(iii) 13.343 percent per year for the Department of Defense;

(iv) For the Export-Import Bank of the United States the rate of Interest on Consolidated Debt shall be Eximbank's cost for new medium-term borrowing plus one half of one percent. For Interest accruing during the period January 1, 1984, to June 30, 1984, the annual rate shall be 11.986 percent. For

Interest accruing during the period July 1, 1984, to February 15, 1985, the annual rate shall be 14.213 percent. For each subsequent six-month period, the Export-Import Bank of the United States shall notify Jamaica of the appropriate rate prior to the beginning of such six month period;

(v) 3.0 percent per year for the Agency for International Development, and

(c) All Interest payable with respect to the Consolidated Debt shall be paid semi-annually on February 15 and August 15 of each year, commencing on February 15, 1985.

(d) A table summarizing the amounts of the Consolidated Debt owed to the United States and its Agencies is attached hereto as Annex B.

2. (a) Jamaica agrees to pay the Non-consolidated Debt according to the terms of the original contracts. All payments of Non-consolidated Debt already due and not paid will be paid as soon as possible and in any case no later than October 31, 1984.

(b) A table summarizing the amounts of Non-consolidated Debt owed to the United States Government or its Agencies is attached hereto as Annex C.

3. (a) Jamaica agrees to repay the Principal Arrears which amounts to approximately $22.7 million in five equal annual installments of approximately $4.5 million each, payable on August 15 of each year, commencing on August 15, 1985, and ending on August 15, 1989.

(b) The rates of Interest on Principal Arrears shall be the same as the rates specified in Article III, Paragraph 1(b), of this Agreement.

(c) All Interest with respect to the Principal Arrears shall be paid semi-annually on August 15 and February 15 of each year commencing on February 15, 1985.

(d) A table summarizing the amounts of the Principal Arrears owed to the United States and its Agencies is attached as Annex D.

4. (a) Jamaica agrees to pay the Interest Arrears which amounts to approximately $10.5 million two equal installments of approximately $5.25 million each, payable on October 31, 1984, and March 31, 1985.

(b) The rates of Interest on Interest Arrears shall be the same as the rates specified in Article III, Paragraph 1(b), of this Agreement.

(c) All Interest with respect to the Interest Arrears shall be paid on October 31 and March 31.

(d) A table summarizing the amounts of the Interest Arrears owed to the United States and its Agencies is attached as Annex E.

5. It is understood that adjustments mutually agreed may be made, as necessary, in the amounts of Consolidated Debt, Non-consolidated Debt, Interest Arrears and Principal Arrears set out in the annexes hereto. Jamaica and the United States shall endeavor to complete reconciliation of such amounts as soon as possible with specific dates to be addressed in the individual Implementing Agreements. However, the necessity to make adjustments in such amounts shall not affect the validity of this Agreement.

ARTICLE IV

General Provisions

1. Jamaica agrees to grant the United States treatment and terms no less favorable than that which may be accorded to any other creditor country or its agencies for the rescheduling or refinancing of debts covered by the Minute.

2. Except as they may be modified by the Agreement or the subsequent Implementing Agreements, all terms of the Contracts remain in full force and effect.

3. Jamaica agrees to pay all debt service due and not paid, which is owed to or guaranteed by the United States Government or its agencies, but which is not covered by this Agreement as soon as possible, and in any case not later than October 31, 1984.

ARTICLE V

Entry into Force

1. This agreement shall enter into force following signature of the Agreement and receipt by Jamaica of written notice from the United States Government that all necessary domestic legal requirements for entry into force of the Agreement have been fulfilled.[1]

Done in Washington, D.C. in duplicate in English, this 8th day of November, 1984.

[3]

FOR THE UNITED STATES OF AMERICA

[2]

FOR JAMAICA

1 Dec. 13, 1984.
2 Elinor Constable.
3 Edward Seaga.

Annex A
Contracts Subject to Rescheduling

Agency for International Development
Loan Number

523-H-004	532-K-020	532-L-007	532-T-012	U-023
K-011	022	008	013	V-024A
014	L-001	M-001	013A	W-016
017	005	002	019	016A
018	006	T-019	U-015	

EXIM Bank
Loan Number

2618	4481	5630	and various financial
2680	4481-A	5692	guarantees and medium
2680A	4871-B	5804	term bank guarantees and
3784	4871-NE-C	6794	insurance

PL-480
Loan Number

10-11-73	8-8-77	2-6-81	2-24-83
4-16-75	8-2-78	4-30-82	
9-30-76	2-8-80		

Commodity Credit Corporation
Credit Number

various CCC guarantees

DOD
Loan Number

811 G (JM-1) 2/27/81
21 G(JM-2) 2/11/82

Annex B
Summary of Consolidated Debt
(thousands of dollars)

AID	8,188
Department of Defense	223
EXIM	25,955
CCC	45,714
PL-480	6216
Total	86,296

Annex C
Summary of Non-consolidated Debt
(thousands of dollars)

AID	580
Department of Defense	223
EXIM	3774
CCC	2850
PL-480	1332
Total	8759

Annex D
Summary of Principal Arrears
(thousands of dollars)

AID	621
Department of Defense	0
EXIM	18,650
CCC	0
PL-480	3,387
Total	22,658

Annex E
Summary of Interest Arrears
in thousands of dollars

AID	1,687
Department of Defense	59
EXIM	6,975
CCC	0
PL-480	1,764
Total	10,485

Data are rounded and subject to revision per Article III, paragraph 4.

TONGA

Investment Incentive

Agreement effected by exchange of notes
Signed at Suva and Nuku'alofa August 22, 1983
and November 26, 1984;
Entered into force November 26, 1984.

The American Chargé d'Affaires ad interim to the Tongan Secretary for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Suva, Fiji

22 August 1983

Dear Secretary:

In 1979, the then United States Ambassador accredited to His Majesty's Government proposed that the Government of Tonga consider concluding an Investment Incentive Agreement with the United States whereby the Government of Tonga would become eligible for programs offered by the Overseas Private Investment Corporation (OPIC). At that time, I understand, His Majesty's Government indicated interest in the matter.

I should like to renew that proposal. OPIC is a United States Government institution created in 1969 to mobilize and facilitate the flow of private U.S. capital and skills to friendly countries and areas of the developing world. Under its charter, OPIC operates two main programs: It finances projects sponsored by eligible U.S. investors in countries with which OPIC has concluded an agreement, and it insures U.S. private investors against certain political risks. Fiji has had such an agreement with OPIC since 1976.[1]

I have enclosed with this letter both background material on OPIC and the text of a draft Investment Incentive Agreement for your review. I would very much appreciate receiving your Government's views on this proposal and whether it would be interested in entering into such an agreement as soon as is convenient.

Highest considerations,

Sincerely,

Russell J. Surber
Charge d'Affaires ad interim

Enclosures
As Stated

Mr. Siaosi T. 'Aho
Secretary for Foreign Affairs
Kingdom of Tonga
Nuku'alofa, Tonga

[1] Signed Dec. 30, 1975 and Jan. 9, 1976. TIAS 8281; 27 UST 1826.

INVESTMENT INCENTIVE AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF TONGA

Excellency:

I have the honor to refer to conversations which have recently taken place between representatives of our two Governments relating to economic activities in Tonga which promote the development of the economic resources and productive capacities of Tonga to investment insurance (including reinsurance) and guaranties which are backed in whole or in part by the credit or public monies of the United States of America and are administered either directly by the Overseas Private Investment Corporation ("OPIC"), an independent government corporation organized under the laws of the United States of America, or pursuant to arrangements between OPIC and commercial insurance, reinsurance and other companies. I also have the honor to confirm the following understandings reached as a result of those conversations:

ARTICLE 1

As used herein, the term "Coverage" shall refer to any investment insurance, reinsurance or guarantee which is issued in accordance with this Agreement by OPIC, by any successor agency of the United States of America or by any other entity or group of entities, pursuant to arrangements with OPIC or any successor agency, all of whom are hereinafter deemed included in

the term "Issuer" to the extent of their interest as insurer, reinsurer, or guarantor in any Coverage, whether as a party or successor to a contract providing Coverage or as an agent for the administration of Coverage.

ARTICLE 2

The procedures set forth in this Agreement shall apply only with respect to Coverage relating to projects or activities registered with or otherwise approved by the Government of Tonga or to Coverage relating to projects with respect to which the Government of Tonga, or any agency or political subdivision thereof, has entered into a contract involving the provision of goods or services.

ARTICLE 3

(a) If the Issuer makes payment to any party under Coverage, the Government of Tonga shall, subject to the provisions of Article 4 hereof, recognize the transfer to the Issuer of any currency, credits, assets, or investment on account of which payment under such Coverage is made as well as the succession of the Issuer to any right, title, claim, privilege, or cause of action existing, or which may arise, in connection therewith.

(b) The Issuer shall assert no greater rights than those of the transferring party under Coverage with respect to any interests transferred or succeeded to under this Article. Nothing in this Agreement shall

limit the right of the Government of the United States of America to assert a claim under international law in its sovereign capacity, as distinct from any rights it may have as Issuer.

(c) The issuance of Coverage outside of Tonga with respect to a project or activity in Tonga shall not subject the Issuer to regulation under the laws of Tonga applicable to insurance or financial organizations.

(d) Funds introduced or acquired in Tonga or withdrawn from Tonga by the Issuer shall be exempt from all taxes upon income, real property or sales, from customs duties, and from any other similar taxes or levies in Tonga.

ARTICLE 4

To the extent that the laws of Tonga partially or wholly invalidate or prohibit the acquisition from a party under Coverage of any interest in any property within the territory of Tonga by the Issuer, the Government of Tonga shall permit such party and the Issuer to make appropriate arrangements pursuant to which such interests are transferred to an entity permitted to own such interests under the laws of Tonga.

ARTICLE 5

Amounts in the lawful currency of Tonga,

including credits thereof, acquired by the Issuer by virtue of such Coverage shall be accorded treatment by the Government of Tonga no less favorable as to use and conversion than the treatment to which such funds would be entitled in the hands of the party under Coverage.

Such amounts and credits may be transferred by the Issuer to any person or entity and upon such transfer shall be freely available for use by such person or entity in the territory of Tonga.

ARTICLE 6

(a) Any dispute between the Government of the United States of America and the Government of Tonga regarding the interpretation of this Agreement or which, in the opinion of one of the Governments, involves a question of public international law arising out of any project or activity for which Coverage has been issued shall be resolved, insofar as possible, through negotiations between the two Governments. If at the end of three months following the request for negotiations the two Governments have not resolved the dispute by agreement, the dispute, including the question of whether such dispute presents a question of public international law, shall be submitted, at the initiative of either Government, to an arbitral tribunal for resolution in accordance with Article 6(b).

(b) The arbitral tribunal for resolution of

disputes pursuant to Article 6(a) shall be established and function as follows:

(i) Each Government shall appoint one arbitrator; these two arbitrators shall designate a president by common agreement who shall be a citizen of a third state and be appointed by the two Governments. The arbitrators shall be appointed within two months and the president within three months of the date of receipt of either Government's request for arbitration. If the appointments are not made within the foregoing time limits, either Government may, in the absence of any other agreement, request the President of the International Court of Justice to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments.

(ii) The arbitral tribunal shall base its decision on the applicable principles and rules of public international law. The arbitral tribunal shall decide by majority vote. Its decision shall be final and binding.

(iii) Each of the Governments shall pay the expense of its arbitrator and of its representation in the proceedings before the arbitral tribunal; the expenses of the president and the other costs shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt regulations concerning the costs, consistent with the foregoing.

(iv) In all other matters, the arbitral tribunal shall regulate its own procedures.

ARTICLE 7

This Agreement shall continue in force until six months from the date of receipt of a note by which one Government informs the other of an intent no longer to be a party to the Agreement. In such event, the provisions of the Agreement with respect to Coverage issued while the Agreement was in force shall remain in force for the duration of such Coverage, but in no case longer than twenty years after the denunciation of the Agreement.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Tonga, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, to enter into force on the date of the note by which the Government of Tonga communicates to the Government of the United States of America that this exchange of notes has been approved pursuant to its constitutional procedures.

Accept, Excellency, the renewed assurances of my highest consideration.

/_Russell J. Surber_/
August 22, 1983

The Tongan Prime Minister to the American Chargé d'Affaires ad interim

PRIME MINISTER'S OFFICE,
NUKU'ALOFA, TONGA.

26th November 1984

Mr R. Surber,
Charge d' Affairs a.i.,
American Embassy,
Suva,
FIJI.

Dear Mr Surber,

I have the honour to refer to your letter dated August 22, 1983 and to the Overseas Private Investment Corporation (OPIC) Investment Incentive Agreement.

I can now advise you that this Agreement has been approved pursuant to the constitutional procedures of the Government of the Kingdom of Tonga and that this exchange of letters therefore constitutes an Agreement between our two Governments to enter into effect on the date of this letter.

Yours sincerely,

GOVERNMENT OF TONGA

(H.R.H. [illegible]u'ipelehake)
Prime Minister

ECUADOR

Investment Guaranties

Agreement relating to the agreement of March 28 and 29, 1955, as amended.
Effected by exchange of notes
Signed at Quito November 28, 1984;
Entered into force November 28, 1984.

The American Ambassador to the Ecuadorean Minister of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

Quito, Ecuador
November 28, 1984

No. 62

Dear Mr. Minister:

I have the honor to refer to the Agreement on Investment Guaranties between the Governments of the United States of America and Ecuador effected by the exchange of notes signed in Washington, D.C., on March 28 and 29, 1955, and to the Agreement on Investment Guaranties between our two Governments effected by the exchange of notes signed in Quito on September 4, 1963.[1] I refer also to conversations which have recently taken place between representatives of our two Governments relating to economic activities in Ecuador which promote the development of the economic resources and productive capacities of Ecuador and to guaranties of such activities backed in whole or in part by the credit or public monies of the United States of America, administered either directly by the Overseas Private Investment Corporation ("OPIC"), an instrumentality of the United States Government, or pursuant to arrangements between such instrumentality and commercial insurance or reinsurance companies.

As a result of these conversations, I have the honor to confirm understandings reached in the following terms:

ARTICLE ONE

As used herein, the term "Coverage" shall refer to any investment insurance, reinsurance or guaranty which is issued in accordance with this exchange of notes by OPIC or any successor entity. The term "Issuer" shall refer to OPIC or any successor entity to the extent of their interest in any Coverage, whether as a party or successor to a contract providing Coverage or as an agent for the administration of Coverage.

[1] TIAS 3230, 5426; 6 UST 843; 14 UST 1251.

ARTICLE TWO

The procedures set forth in this exchange of notes shall apply only with respect to Coverage relating to projects or activities registered with the Government of Ecuador or to projects with respect to which the party under Coverage seeks to enter or has entered into a contract with the Government of Ecuador or with any entity in the Ecuadorean public sector for the provision of goods or services.

ARTICLE THREE

(a) If the Issuer makes payment to any party under Coverage, the Government of Ecuador shall recognize, subject to the provisions of Article 4 hereof, the transfer to the Issuer of all currency, credits, assets or investment on account of which payment under such Coverage was made, and shall recognize as well the appointment of the natural or juridical person to whom, as fiduciary agent or holder of the Issuer in Ecuador, the Issuer has assigned any right, title, privilege, claim, or cause of action existing or which may arise in connection with said payment and which constitutes an effective right in favor of the Issuer over all currency, credits, assets, or investment on account of which payment under such Coverage was made.

(b) Neither the Issuer nor the fiduciary agent or holder acting in its name in Ecuador shall assert greater rights than those of the assigning party under Coverage with respect to any interest transferred or succeeded to under this Article.

(c) Coverage issued outside of Ecuador with respect to a project or activity within Ecuador shall be governed by the law of the place where the Coverage was issued.

(d) The Issuer shall enjoy those tax exemptions and exonerations in Ecuador granted to foreign financial institutions operating in Ecuador.

ARTICLE FOUR

To the extent that the laws of Ecuador partially or wholly invalidate or prohibit the acquisition from a covered party of any interest in any property within the territory of Ecuador by the Issuer, the Government of Ecuador shall permit such party and the Issuer to make appropriate arrangements pursuant to which such interests are transferred to an entity permitted to own such interests under the laws of Ecuador.

ARTICLE FIVE

Amounts in the lawful currency of Ecuador transferred to the Issuer by virtue of such Coverage shall be accorded treatment by the Government of Ecuador no less favorable as to use and conversion than the treatment to which such funds would be entitled in the hands of the covered party. Such amounts in the lawful currency of Ecuador may be transferred by the Issuer to the Embassy of the United States of America in Ecuador and upon such transfer shall be freely available for use by the Embassy and other official agencies of the Government of the United States of America in Ecuador.

ARTICLE SIX

(a) Any dispute between the Government of the United States of America and the Government of Ecuador regarding the interpretation of the text of this exchange of notes or which, in the opinion of one of the Governments, involves a question of public international law arising out of any project or activity for which Coverage has been issued in accordance with this exchange of notes shall be resolved, insofar as possible, through direct negotiations between the two Governments. If at the end of three months following the request for negotiations, the two Governments have not resolved the dispute by agreement, the dispute, including the issue of whether such dispute presents a question of public international law, shall be submitted, at the initiative of either Government, to an arbitral tribunal for resolution in accordance with Article 7(b).

(b) Submission to such tribunal of claims derived from parties under Coverage shall be subject to the principle of prior exhaustion of appeals and administrative and judicial remedies available in Ecuador.

(c) Nothing in this exchange of notes shall limit the right of each Government to assert a claim under international law in its sovereign capacity.

ARTICLE SEVEN

The arbitral tribunal shall be established and function as follows:

(a) Each Government shall appoint one arbitrator; these two arbitrators shall designate a President by common agreement who shall be a citizen of a third state and be appointed by the two Governments. The arbitrators shall be

appointed within two months and the President within three months of the date of receipt of either Government's request for arbitration. If the appointments are not made within the foregoing time limits, either Government may, in the absence of any other agreement, request the President of the International Court of Justice to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments.

(b) The arbitral tribunal, upon assuming jurisdiction, shall rule on any issue of the prior exhaustion of appeals and effective local administrative and judicial remedies in Ecuador. The tribunal shall base its decision on the applicable principles and rules of public international law. The tribunal shall decide by majority vote. Its decision shall be final and binding on both parties.

(c) Each of the Governments shall pay the expense of its arbitrator and of its representation in the proceedings before the arbitral tribunal; the expenses of the President and the other costs shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt regulations concerning the costs, consistent with the foregoing.

(d) In all other matters, the arbitral tribunal shall regulate its own procedures.

ARTICLE EIGHT

This agreement shall continue in force until six months from the date of receipt of a note by which one Government informs the other of an intent no longer to be a party to it. In such event, the provisions of the agreement with respect to Coverage issued prior to said denunciation shall remain in force for the duration of such Coverage, but in no case longer than twenty years after the date of denunciation of the Agreement.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Ecuador, the Government of the United States of America will consider that this note and your reply constitute complementary implementing provisions of the Agreement on Investment Guaranties signed on March 28 and 29, 1955 and its extension of September 4, 1963.

The present note written in the English language and the reply of Your Excellency in Spanish in like terms constituting the agreement reached between our two Governments shall be equally authentic.

I take this opportunity, Excellency, to reiterate the renewed assurances of my highest consideration.

Samuel F. Hart
Ambassador

The Ecuadorean Minister of Foreign Relations to the American Ambassador

REPUBLICA DEL ECUADOR

MINISTERIO DE RELACIONES EXTERIORES

N° 98/84-DPEB

Quito, a 28 de noviembre de 1984

Señor Embajador:

Tengo a honra dar respuesta a la atenta nota número 62, de esta fecha, mediante la cual Vuestra Excelencia se sirve referirse al Acuerdo de Garantía de Inversiones celebrado entre los Gobiernos de los Estados Unidos de América y el Ecuador, mediante canje de notas firmado en la ciudad de Washington, D.C., el 28 y 29 de marzo de 1955, y al Acuerdo de Garantías de Inversión celebrado entre los mismos Gobiernos, con relación al Acuerdo antes mencionado, mediante canje de notas firmado en la ciudad de Quito el 4 de septiembre de 1963. Vuestra Excelencia me informa que se refiere también a las conversaciones recientemente mantenidas entre representantes de nuestros dos Gobiernos en relación con las actividades económicas en el Ecuador, dedicadas a promover el desarrollo de los recursos económicos y la capacidad de producción del Ecuador, y a las garantías de dichas actividades respaldadas total o parcialmente por el crédito o fondos públicos de los Estados Unidos de América, administradas, ya sea directamente por la OVERSEAS PRIVATE INVESTMENT CORPORATION ("OPIC"), una dependencia del Gobierno de los Estados Unidos, o bien en virtud de acuerdos suscritos entre tal dependencia y compañías mercantiles de seguros o reaseguros.

Al Excelentísimo Señor
Samuel F. Hart,
Embajador Extraordinario y Plenipotenciario de los
Estados Unidos de América
Ciudad.

2. Como resultado de dichas conversaciones, Vuestra Excelencia ha tenido a bien confirmar los entendimientos a los que se llegó, en los siguientes términos:

"ARTICULO PRIMERO

Para efectos del presente canje de notas se entenderá por "Cobertura" cualquier seguro, reaseguro o garantía de inversión que emitan, conforme al presente canje de notas, OPIC o cualquier entidad sucesora de ésta. Por "Entidad Emisora" se entenderá a OPIC o cualquier entidad sucesora de ésta, en la medida en que tenga un interés en cualquier Cobertura, ya sea como una de las partes o como sucesora de un contrato que proporcione Cobertura, o bien como agente para la administración de la Cobertura.

ARTICULO SEGUNDO

Los procedimientos establecidos en el presente canje de notas se aplicarán solo respecto de la Cobertura de proyectos o actividades registradas ante el Gobierno del Ecuador o a proyectos en los cuales la parte que será amparada por la Cobertura desee celebrar o haya celebrado un contrato con el Gobierno del Ecuador o con cualquier entidad del Sector Público ecuatoriano para el suministro de bienes o servicios.

ARTICULO TERCERO

(a) Si la Entidad Emisora efectuare un pago a cualquier persona natural o jurídica amparada por la Cobertura, el Gobierno del Ecuador reconocerá, con sujeción a lo dispuesto en el Artículo Cuarto del presente canje de notas, la transferencia a la Entidad Emisora, de todos los fondos, créditos, bienes o inversiones a cuenta de los cuales se efectuare el pago conforme a dicha Cobertura; así como también reconocerá el nombramiento recaído en la persona natural o jurídica a quien como agente o tenedor fiduciario de la Entidad Emisora en el Ecuador, le hubiere sido cedido por la En

tidad Emisora cualquier derecho, título, privilegio, derecho de reclamación o motivo que fundamente una demanda que exista o que pudiere surgir en relación con dicho pago y que constituya un derecho efectivo a favor de la Entidad Emisora sobre todos los fondos, créditos, bienes o inversiones a cuenta de los cuales se efectuare el pago conforme a dicha Cobertura.

(b) En lo que respecta a cualesquiera intereses transferidos o cedidos en virtud del presente Artículo, ni la Entidad Emisora, ni la persona natural o jurídica que hiciere sus veces en el Ecuador como agente o tenedor fiduciario, reclamarán mayores derechos que los acordados a la parte cesionaria amparada por la Cobertura.

(c) La emisión de Cobertura realizada fuera del Ecuador, en relación con un proyecto o actividad en el Ecuador, se regirá por la ley del lugar donde se celebrare.

(d) La Entidad Emisora gozará en el Ecuador de las franquicias y exoneraciones tributarias que se concedieren a las instituciones financieras extranjeras que operaren en el Ecuador.

ARTICULO CUARTO

En la medida en que las leyes del Ecuador invaliden o prohiban, total o parcialmente, la adquisición por la Entidad Emisora de cualesquiera intereses de una parte amparada por la Cobertura sobre propiedades dentro del territorio del Ecuador, el Gobierno ecuatoriano permitirá a dicha parte y a la Entidad Emisora efectuar los arreglos necesarios para que dichos intereses sean transferidos a una entidad autorizada para poseerlos de conformidad con las leyes del Ecuador.

ARTICULO QUINTO

El Gobierno del Ecuador otorgará a las sumas en moneda de curso legal en el Ecuador que sean adquiridas por transferencia por la Entidad Emisora al amparo de tal Cobertura, un tratamiento no menos favorable, en cuanto a su uso y conversión, que el que recibi

rían si estuvieran amparadas por dicha Cobertura. Tales sumas en moneda de curso legal en el Ecuador podrán ser transferidas por la Entidad Emisora a la Embajada de los Estados Unidos en el Ecuador y, una vez realizada tal transferencia, serán de absoluta disposición de la Embajada y otras agencias oficiales del Gobierno de los Estados Unidos en el Ecuador.

ARTICULO SEXTO

(a) Toda controversia que se suscitare entre el Gobierno de los Estados Unidos de América y el Gobierno del Ecuador respecto de la interpretación del texto del presente canje de notas, o que en opinión de cualquiera de los dos Gobiernos entrañare una cuestión de derecho internacional público que emane de cualquier proyecto o actividad que estuviere bajo el amparo de una Cobertura emitida conforme al presente canje de notas, se resolverá, en la medida de lo posible, mediante negociaciones directas entre los dos Gobiernos. Si tal controversia no pudiere ser resuelta por los dos Gobiernos por mutuo acuerdo dentro de un período de tres meses subsiguientes a la fecha en que se solicitare la celebración de las citadas negociaciones, la controversia, inclusive el asunto de si se trata o no de una cuestión de derecho internacional público, se someterá por iniciativa de cualquiera de los dos Gobiernos, a un tribunal arbitral, el cual emitirá su laudo de conformidad con el inciso (b) del Artículo Séptimo.

(b) La sujeción a dicho tribunal, de reclamos derivados de partes amparadas por la Cobertura, se realizará conforme al principio del previo agotamiento de los recursos y vías administrativos y judiciales establecidos en el Ecuador.

(c) Nada de lo dispuesto en el presente canje de notas limitará los derechos basados en el derecho internacional que pudiere alegar cada Gobierno en el ejercicio de su capacidad de Estado soberano.

ARTICULO SEPTIMO

El tribunal arbitral se establecerá y funcionará de la siguiente manera:

(a) Cada Gobierno nombrará un árbitro; los

dos árbitros así nombrados designarán de mutuo acuerdo a un Presidente, el cual deberá ser un ciudadano de un tercer Estado y ser nombrado por los dos Gobiernos. Los árbitros se nombrarán dentro de un plazo de dos meses y el Presidente dentro de un plazo de tres meses a partir de la fecha de recepción de la petición de arbitraje por cualquiera de los dos Gobiernos. Si no se efectuaren tales nombramientos dentro de los plazos arriba estipulados, cualquiera de los dos Gobiernos podrá, en ausencia de cualquier otro acuerdo, solicitar al Presidente de la Corte Internacional de Justicia que efectúe el nombramiento o nombramientos necesarios y ambos Gobiernos convienen en aceptar dicho nombramiento o nombramientos.

(b) El tribunal arbitral, al asumir competencia, resolverá cualquier cuestión relacionada con el previo agotamiento de los recursos y vías administrativos y judiciales vigentes en el Ecuador. El tribunal fundamentará su laudo en los principios y reglamentos pertinentes de derecho internacional público. El tribunal decidirá por mayoría de votos. Su laudo será definitivo y obligatorio para ambas partes.

(c) Cada uno de los Gobiernos pagará los gastos de su árbitro y de su representación en las actuaciones ante el tribunal arbitral; los gastos del Presidente y las demás costas ocasionadas serán sufragados en partes iguales por los dos Gobiernos. El tribunal arbitral podrá adoptar disposiciones relativas a las costas, que sean compatibles con lo que antecede.

(d) En todas las demás cuestiones, el tribunal arbitral reglamentará sus propios procedimientos.

ARTICULO OCTAVO

El presente acuerdo continuará en vigencia hasta seis meses después de la fecha en que cualquiera de los dos Gobiernos reciba una nota del otro informándole de su intención de dejar de ser parte en el mismo. En tal caso, las disposiciones del acuerdo con respecto a Coberturas emitidas antes de dicha denuncia, permanecerán en vigencia durante el plazo de tales Coberturas, pero en ningún caso más allá de los veinte años de la fecha de denuncia del acuerdo."

3. En respuesta a la mencionada nota de Vuestra Excelencia, tengo a honra confirmarle que las disposiciones que anteceden son aceptables para el Gobierno del Ecuador y, por tanto, la nota de Vuestra Excelencia y la presente respuesta constituyen cláusulas de ejecución complementaria del Convenio de Garantía de Inversiones firmado el 28 y 29 de marzo de 1955 y de su ampliación del 4 de septiembre de 1963.

4. La nota que contesto de Vuestra Excelencia, redactada en idioma inglés y esta respuesta en idioma español, son de igual tenor, tienen el mismo valor y constituyen el acuerdo al que han llegado nuestros dos Gobiernos sobre la materia.

Válgome de esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

Edgar Terán Terán,
Ministro de Relaciones Exteriores

TRANSLATION

Republic of Ecuador
Ministry of Foreign Relations

No. 98/94-DPEB

Quito, November 28, 1984

Excellency:

I have the honor to reply to your note No. 62 of this date in which Your Excellency refers to the Agreement on Investment Guaranties between the Governments of the United States of America and Ecuador effected by the exchange of notes signed in Washington, D.C. on March 28 and 29, 1955, and to the Agreement on Investment Guaranties between those Governments, with respect to the aforementioned Agreement, effected by the exchange of notes signed in Quito on September 4, 1963. Your Excellency refers also to conversations which have recently taken place between representatives of our two Governments

His Excellency
Samuel F. Hart,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Quito.

relating to economic activities in Ecuador which promote the development of the economic resources and productive capacities of Ecuador and to guaranties of such activities backed in whole or in part by the credit or public monies of the United States of America, administered either directly by the Overseas Private Investment Corporation ("OPIC"), an instrumentality of the United States Government, or pursuant to agreements signed between such instrumentality and commercial insurance or reinsurance companies.

2. As a result of these conversations, Your Excellency has confirmed understandings reached in the following terms:

[For text of the U.S. note, see pp. 2-5.]

3. In reply to Your Excellency's aforementioned note, I have the honor to confirm that the foregoing provisions are

acceptable to the Government of Ecuador, and accordingly Your Excellency's note and this reply shall constitute complementary implementing provisions of the Agreement on Investment Guaranties signed on March 28 and 29, 1955, and its extension of September 4, 1963.

4. Your Excellency's note written in the English language and this reply in Spanish are in like terms, are equally authentic, and constitute an agreement reached between our two Governments on this matter.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

[s] Edgar Terán

Edgar Terán Terán
Minister of Foreign Relations

ZAMBIA

Finance: Consolidation and Rescheduling of Certain Debts

Agreement signed at Lusaka December 15, 1984;
Entered into force January 22, 1985.
With implementing agreement.

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE REPUBLIC OF ZAMBIA
REGARDING THE CONSOLIDATION AND RESCHEDULING OF
CERTAIN DEBTS OWED TO, GUARANTEED BY OR INSURED
BY THE UNITED STATES GOVERNMENT AND ITS AGENCIES

The United States of America (the "United States") and the Republic of Zambia ("Zambia") agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on the Consolidation of Zambia's debts, signed at Paris on July 20, 1984, by representatives of certain nations, including the United States, and agreed to by the representative of Zambia, hereinafter referred to as the "Minute", the United States and Zambia agree to consolidate and reschedule certain Zambian payments with respect to debts which are owed to, guaranteed by or insured by the United States Government or its agencies, as provided for in this Agreement.

2. This Agreement shall be implemented by separate agreements (the "Implementing Agreements"), between Zambia and the United States with respect to PL-480 agreements, which are administered by the United States Department of Agriculture, and between Zambia and each of the following United States agencies: the Agency for International Development and the United States Export-Import Bank.

ARTICLE II

Definitions

1. "Contracts" means those agreements or other financial arrangements which have United States dollar-denominated maturities falling due during the Consolidation Period under:

   (a) Commercial credits guaranteed or insured by the United States or its Agencies, which credits had original maturities of more than one year and which were extended pursuant to an agreement concluded before January 1, 1983.

   (b) Loans and PL-480 credits from the United States Government or its Agencies, including previously rescheduled debt, which had original maturities of more than one year and which were extended pursuant to an agreement concluded before January 1, 1983.

   (c) The Agreement between the United States and Zambia signed in December 19, 1983 regarding the rescheduling of debts.[1]

   (d) A table listing the relevant Contracts to be included under the rescheduling is attached hereto as Annex A.

[1] TIAS 10941.

2. "Debt" means the sum of unpaid principal, interest and fees with respect to the Contracts falling due during the Consolidation Period. It is understood that, for Debt which is guaranteed or insured by a United States Government Agency, this Agreement will apply only to that portion of such payments of principal and interest which is covered by an assurances agreement or payments guarantee with such Agency.

3. "Consolidated Debt" means 100 percent of the amount of Debt and arrears.

4. "Consolidation Period" means the period from January 1, 1984 through December 31, 1984, inclusive.

5. "Interest" means interest accruing on or after January 1, 1984, on Consolidated Debt and Arrears. Interest is payable in accordance with the terms of this Agreement and on any due and unpaid installments of Interest accruing thereon. Interest shall begin to accrue at the rates set forth in this Agreement on the relevant due dates for Consolidated Debt and Arrears and shall continue to accrue on the outstanding balance thereof, until such outstanding balance is repaid in full.

6. "Arrears" means principal and interest payments due on December 31, 1983, and unpaid, under the agreement between the United States and Zambia signed on December 19, 1983 regarding the rescheduling of debts.

7. "Agencies" means the Agency for International Development and the United States Export-Import Bank.

ARTICLE III

Terms and Conditions of Payment

1. Zambia agrees to repay the Consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Consolidated Debt, which amounts to approximately $22.6 million, shall be repaid in 10 equal and consecutive semi-annual installments of approximately $2.26 million each, payable on June 30 and December 31, commencing on December 31, 1989, and ending on June 31, 1994.

(b) The rate of Interest on Consolidated Debt shall be as follows for the following Agencies:

(i) 3.0 percent per year for the United States with respect to PL-480 agreements;

(ii) For the Export-Import Bank of the United States the rate of Interest on Consolidated Debt shall be Eximbank's cost for new medium-term borrowing plus one half of one percent. For Interest accruing during the perioud January 1, 1984 to June 30, 1984, the annual rate shall be 11.906 percent, and for the period July 1, 1984 through December 31, 1984, the annual rate shall be 14.213 percent. For each subsequent six-month period, the Export-Import Bank of the United States shall notify Zambia of the appropriate rate prior to the beginning of such six month period.

(iii) 3.0 percent per year for the Agency for International Development;

(c) All Interest payable with respect to the Consolidated Debt shall be paid semi-annually on June 30 and December 31 of each year, commencing on December 31, 1984.

(d) A table summarizing the amounts of the Consolidated Debt owed to the United States and its Agencies is attached hereto as Annex B.

2. Zambia agrees to repay the Arrears in United States dollars in accordance with the following terms and conditions:

(a) The arrears, which amount to approximately $800,000, shall be repaid in two equal installments of approximately $400,000 each, February 15, 1985, and August 15, 1985.

(b) The rate of Interest on Arrears shall be the same as the rate for the Export-Import Bank in Article III, paragraph (1) (b) (ii).

(c) All Interest with respect to Arrears is payable semi-annually on February 15 and August 15, commencing on February 15, 1985.

3. It is understood that adjustments may be made, as necessary, in the amounts of Consolidated Debt by mutual agreement of the parties.

ARTICLE IV

General Provisions

1. Zambia agrees to grant the United States treatment and terms no less favorable than that which may be accorded to any other creditor country or its agencies for the rescheduling or refinancing of debts covered by the Minute.

2. Except as they may be modified by the Agreement or the subsequent Implementing Agreements, all terms of the Contracts remain in full force and effect.

3. Zambia agrees to pay all debt service due and not paid, which is owed to or guaranteed by the United States Government or its agencies, but which is not covered by this Agreement as soon as possible, and in any case not later than October 31, 1984.

ARTICLE V

Entry into Force

1. This agreement shall enter force following signature of the Agreement and receipt by Zambia of written notice from the United States Government that all necessary domestic legal requirements for entry into force of the Agreement have been fulfilled.[1]

Done at Lusaka, Zambia, in duplicate in the English this 15th day of December, 1984.

FOR THE UNITED STATES OF AMERICA

Nicholas Platt
American Ambassador

FOR THE REPUBLIC OF ZAMBIA

L.J. Mwananshiku, MP
Minister of Finance

[1] Jan. 22, 1985.

Annex A

Contracts Subject to Rescheduling

Agency for International Development

Loan Number

611-H-001	611-K-006	
K-002	007	
003	008	

EXIM Bank

Loan Number

4453	5981	6667	FG 7011	R51
5737	6636	FG5916	BG 10400	
5915	6666	FG5996		

PL-480

Loan Number

8-24-76	7-19-79	6-20-82
12-3-76	12-21-79	
8-4-78	7-22-81	12-19-83 (R)

Annex B

Consolidated Debt

Agency for International Development	2,514
Export-Import Bank	19,000
PL-480	1,134
Total	22,648

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE REPUBLIC OF ZAMBIA
REGARDING THE CONSOLIDATION AND RESCHEDULING OF PAYMENTS DUE
UNDER P.L. 480 TITLE I AGREEMENTS

(1) Reference is made to the Agreements Between The United States of America and The Republic of Zambia identified in Annex A attached to this Memorandum of Agreement and hereafter referred to as the "P.L. 480 Agreements." Reference is made also to the Agreement Between The United States of America and The Republic of Zambia Regarding the Consolidation and Rescheduling of Certain Debts Owed to, Guaranteed by or Insured by The United States Government and Its Agencies signed in Lusaka, Zambia, on December 15, 1984. The Agreement of December 15, 1984 provides for the consolidation and rescheduling of certain payments due under the P.L. 480 Agreements. Reference is also made to the Agreed Minute on the Consolidation of the Debt of The Republic of Zambia signed on July 20, 1984, by The Republic of Zambia and certain of its creditor nations.

(2) In accordance with the Agreement dated December 15, 1984, and the Agreed Minute of July 20, 1984, it is agreed that for P.L. 480 Agreements concluded before January 1, 1983, and the rescheduling agreement concluded according to the Agreed Minute, dated May 16, 1983, the obligations payable from January 1, 1984, through December 31, 1984, inclusive, and unpaid, referred to hereafter as "Debt", shall be repaid as follows.

(a) The amount of $1,133,903.18 which is 100 percent of the payments due from January 1, 1984, through December 31, 1984, as listed in Annex A (referred to hereafter as the "Consolidated Debt"), shall be repaid in ten approximately equal semi-annual installments on June 30 and December 31 with the first payment due December 31, 1989, and the last payment due June 30, 1994, as shown in Annex B.

(b) Interest on the outstanding balance of the Consolidated Debt shall accrue at the rate of 3.0 percent per annum beginning on the first day after the due dates under the original agreements, and shall be due and payable beginning December 31, 1984, and semi-annually thereafter on December 31 and June 30 with the last payment due June 30, 1994, as shown in Annex B.

(c) Arrears, in the amount of $145,926.82, as listed in Annex A, is due and payable no later than October 31, 1984, as show in Annex C.

(d) Interest on the outstanding balance of Arrears shall accrue at the rate of 3.0 percent per annum and shall be due and payable no later than October 31, 1984, as shown in Annex C.

(3) Additional interest at the rate of 3.0 percent per annum shall accrue to the benefit of the United States of America on any past due unpaid amounts or unpaid portions of amounts as listed in Annexes B and C. Application of payments or credits shall be first to any interest due on the installment being paid, with any balance to the principal installment due.

(4) To the extent not amended herein, the terms and conditions of the P.L. 480 Agreements shall remain in full force and effect.

(5) Done at Lusaka, Zambia, in duplicate, this 15th day of December 1984.

FOR THE REPUBLIC OF ZAMBIA

By:

L.J. Mwananshiku, MP
Minister of Finance

FOR THE UNITED STATES OF AMERICA

By:

Nicholas Platt
American Ambassador

John A. Patterson
AID Representative

ANNEX A

SCHEDULE OF CERTAIN AMOUNTS DUE THE UNITED STATES OF AMERICA
DURING THE PERIOD JANUARY 1, 1984 TO DECEMBER 31, 1984
UNDER P.L. 480, TITLE I AGREEMENTS
WITH THE REPUBLIC OF ZAMBIA
SHOWING THE AMOUNT OF CONSOLIDATED DEBT AND AMOUNT IN ARREARS NOT RESCHEDULED

Agreement Date (Delivery Year)	Payment Due Date	Principal	Interest	Consolidated Debt 100 Percent Amount Due ANNEX B	Amount in Arrears Not Resch. And Due By October 31, 1984 ANNEX C
08-24-76 (76)	09-30-84	$0.00	$31,994.06	$31,994.06	$0.00
12-03-76 (77)	08-01-84	0.00	91,632.17	91,632.17	0.00
08-04-78 (78)	11-30-84	0.00	169,297.52	169,297.52	0.00
07-19-79 (79)	12-19-84	0.00	199,063.25	199,063.25	0.00
12-21-79 (80)	07-22-84	0.00	249,075.80	249,075.80	0.00
07-22-81 (81)	09-15-84	0.00	197,438.34	197,438.34	0.00
06-20-82 (82)	09-02-84	0.00	139,653.72	139,653.72	0.00
02-18-83 (83)	05-19-84	0.00	0.00	0.00	145,926.82
12-19-83 RESCH	06-30-84	1,074.86	15,881.35	16,956.21	0.00
12-19-83 RESCH	12-31-84	22,663.79	16,128.32	38,792.11	0.00
	Total	$23,738.65	$1,110,164.53	$1,133,903.18	$145,926.82

ANNEX

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
Consolidation and Rescheduling of Payments Agreement
With the Republic of Zambia
Repayment Schedule for the 1984 PL 480, Consolidated Debt

Repayment Terms

Principal: 10 Equal semi-annual installments
Interest: 3 Percent

Installment Due Date	Balance of Principal Outstanding	Amount Due		
		Principal	Interest	Total
12-31-84	$1,133,903.18	$0.00	$8,701.08	$8,701.08
06-30-85	1,133,903.18	0.00	16,868.75	16,868.75
12-31-85	1,133,903.18	0.00	17,148.34	17,148.34
06-30-86	1,133,903.18	0.00	16,868.75	16,868.75
12-31-86	1,133,903.18	0.00	17,148.34	17,148.34
06-30-87	1,133,903.18	0.00	16,868.75	16,868.75
12-31-87	1,133,903.18	0.00	17,148.34	17,148.34
06-30-88	1,133,903.18	0.00	16,961.95	16,961.95
12-31-88	1,133,903.18	0.00	17,148.34	17,148.34
06-30-89	1,133,903.18	0.00	16,868.75	16,868.75
12-31-89	1,133,903.18	113,390.32	17,148.34	130,538.66
06-30-90	1,020,512.86	113,390.32	15,181.88	128,572.20
12-31-90	907,122.54	113,390.32	13,718.68	127,109.00
06-30-91	793,732.22	113,390.32	11,808.13	125,198.45
12-31-91	680,341.90	113,390.32	10,289.01	123,679.33
06-30-92	566,951.58	113,390.32	8,434.38	121,824.70
12-31-92	453,561.26	113,390.32	6,859.34	120,249.66
06-30-93	340,170.94	113,390.32	5,088.58	118,478.90
12-31-93	226,780.62	113,390.32	3,429.67	116,819.99
06-30-94	113,390.30	113,390.30	1,686.87	115,077.17
		$1,133,903.18	$255,376.27	$1,389,279.45

ANNEX B-1

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
Schedule Showing Computation of Interest Due
From Due Date Through December 31, 1984
On Payments Rescheduled

Agreement Date	Payment Due Date	Amount Due Consolidated Debt	No. of Days Through 12-31-84	Interest Rate	Interest Due Through 12-31-84
08-24-76	09-30-84	$31,994.06	92	3.0	$241.93
12-03-76	08-01-84	91,632.17	152	3.0	1,144.77
08-04-78	11-30-84	169,297.52	31	3.0	431.36
07-19-79	12-19-84	199,063.25	12	3.0	196.34.
12-21-79	07-22-84	249,075.80	162	3.0	3,316.46
07-22-81	09-15-84	197,438.34	107	3.0	1,736.38
06-20-82	09-02-84	139,653.72	120	3.0	1,377.41
12-19-83	06-30-84	16,956.21	184	3.0	256.43
12-19-83	12-31-84	38,792.11	0	3.0	0.00
	Total	$1,133,903.18			$8,701.08

ANNEX C

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORTATION
Schedule Showing Computation of Interest Due
From Due Date Through October 31, 1984
On Arrears for Agreement Dated February 18, 1983

Payment Due Date	Amount in Arrears	No. of Days Through 10-31-84	Interest Rate	Interest Due Through 10-31-84	Total Amount Due 10-31-84
05-19-84	$145,926.82	165	3.0	$1,979.01	$147,905.83

NEW ZEALAND

Postal: Express Mail Service

Memorandum of understanding, with details of implementation, signed at Wellington and Washington August 1 and 20, 1984; Entered into force October 28, 1984.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE POSTAL ADMINISTRATIONS OF

THE UNITED STATES OF AMERICA AND NEW ZEALAND

CONCERNING

INTERNATIONAL EXPRESS MAIL SERVICES (EMS)

The postal administrations of the United States of America and New Zealand desiring to initiate in accordance with Article 6 of the Universal Postal Convention,[1] service for the accelerated exchange of postal items between the United States of America and New Zealand have agreed as follows:

1. OBJECT OF THE MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding establishes International Express Mail Services (EMS), between New Zealand and the United States, referred to as International Express Mail Service in the United States and International Priority Post in New Zealand.

2. DEFINITION OF TERMS

As used herein the following terms have the meanings indicated:

a. Administration - an abbreviated form used to refer to one of the postal administrations agreeing to this Memorandum of Understanding.

b. Convention - the Universal Postal Convention adopted by the Congress of the Universal Postal Union, as adopted by the administrations agreeing to this Memorandum of Understanding.

c. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union.

d. On-Demand Service - an option which allows a sender to mail EMS items without previous advice on a non-contractual basis, to addressees in locations designated for such service.

[1] Done at Rio de Janeiro Oct. 26, 1979. TIAS 9972; 32 UST 4587.

e. Scheduled Service - an option which allows a sender to enter into a contractual arrangement to mail EMS items on a designated schedule to designated addressees.

3. DESCRIPTION OF THE ON-DEMAND SERVICE

3.1 Each administration will offer an On-Demand Service to designated locations, a list of which is provided to the other administration.

3.2 Each administration will provide the other administration with a schedule of approximate delivery times to each location to which the On-Demand Service is available based upon the time schedules of the international flights used to carry On-Demand items.

3.3 Each administration will inform the other administration of all identification marks or numbers which it uses for each On-Demand item.

3.4 The administration of origin is not required to provide the administration of destination with notice prior to sending an On-Demand item.

4. DESCRIPTION OF THE SCHEDULED SERVICE

4.1 Each administration may offer a Scheduled Service on a contractual basis to customers who agree to use the service on a designated schedule and, in principle, at least once a week, to send items to designated addressees.

4.2 Each administration will provide the other administration with a schedule of approximate delivery times to each city or other location to

which a scheduled service is available, based upon the time schedules of the international flights used to convey such items.

4.3 For each Scheduled Service contract, the administration of origin will provide the administration of destination with the following information at least 10 days prior to commencing service pursuant to such contract:

a. the identification number of the customer contract, which number must be indicated on each item sent;

b. the name and address of the sender and the addressee;

c. the days of the week designated by the customer as scheduled dispatch days;

d. the time of day delivery is requested;

e. the airline and flight number to be used; and

f. the starting date of the link.

4.4 The administration of origin will notify the administration of destination of any changes in the information referred to in Section 4.3 of this paragraph.

5. CHARGES TO BE COLLECTED FROM THE SENDER

Each administration will fix the Express Mail Service charges to be collected from its customer and will retain all the revenue derived thereby.

6. CHARGES AND FEES TO BE COLLECTED FROM THE ADDRESSEE

Each administration will be authorised to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and charge for the collection of such fees.

7. COMPENSATION FOR IMBALANCES

7.1 At the end of the first full calendar year (i.e., 1 January to 31 December) following the introduction of the service, and at the end of each calendar year thereafter, the administration which has received a larger quantity of EMS items than it has sent during that year will be entitled to collect from the other administration an imbalance charge, as compensation for the surface handling and delivery costs it has incurred for each additional item received.

7.2 Each administration shall establish an imbalance charge per item which shall correspond to the costs of service.

7.3 No imbalance claim will be payable where the difference in the number of items exchanged during the year is less than one thousand.

7.4 Modifications of the imbalance charge may be made as follows:

a. Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of service.

b. To be applicable, any such modification of the imbalance charge must:

i. be communicated to the other administration at least three months in advance;

ii. remain in force for at least one year, unless this Memorandum of Understanding is terminated or annulled in accordance with paragraph 24, sub-paragraph 24.2.

8. INTERNAL AIR CONVEYANCE DUES

Each administration which provides air conveyance of EMS items received from the other will be entitled to reimbursement of the costs of such conveyance at rates established by analogy with the provisions of the Convention.

9. TRANSIT

9.1 The administrations will provide transit for EMS Items and dispatches to or from any administration with which it exchanges EMS items or dispatches.

9.2 For each item or dispatch forwarded pursuant to this paragraph, the administration providing onward air conveyance will be entitled to collect dues from the other administration in accordance with the Convention.

10. ITEMS ADMITTED. CUSTOMS CLEARANCE

10.1 Each administration will advise the other administration of the items acceptable for transmission, and subject to customs examination.

10.2 Each administration will arrange for expeditious customs clearance and, in accordance with its regulations for the type of service used, will make every effort to effect delivery of each item by the fastest means available.

11. ITEMS NOT ADMITTED

Coins, negotiable securities, platinum, gold or silver (worked or not), precious stones, jewellery and other valuable objects are not admitted.

12. PROHIBITIONS

The prohibitions laid down in the Convention are applicable to EMS items. The same applies to the import and transit restrictions included by each of the two administrations in the List of Prohibited Items published by the International Bureau of the Universal Postal Union.

13. LIMITS OF SIZE AND WEIGHT

An EMS item:

a. may not exceed 900 millimetres for any one dimension nor 2 metres for the sum of the length and the girth;

b. may not measure less than 90 mm x 140 mm with a tolerance of 2 mm; and

c. may not exceed 10 kilograms in weight.

14. TREATMENT OF ITEMS WRONGLY ACCEPTED

14.1 When an item containing an article prohibited under paragraphs 11 or 12 has been wrongly admitted to the post, the prohibited article will be dealt with according to the legislation of the administration establishing its presence.

14.2 When the weight or the dimensions of an item exceed the limits established under paragraph 13, it will be returned to the administration of

origin as an International EMS item if the regulations of the administration of destination do not permit delivery.

14.3 When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin will be informed as to how the item has been dealt with and of the restriction or prohibition which required such treatment.

15. UNDELIVERABLE ITEMS. RETURN TO ORIGIN

15.1 After every reasonable effort to deliver an item has proven unsuccessful, the item will be held for the period of retention provided by the regulations of the administration of destination, then returned as per 15.2.

15.2 An item refused by the addressee, or any other undeliverable item, will be returned, at no charge, to the administration of origin by EMS.

16. ITEMS OR BAGS ARRIVING OUT OF COURSE AND TO BE REDIRECTED

Each item or bag arriving out of course is to be redirected at no charge to its proper destination by the most direct route used by the administration which has received the item or bag.

17. INQUIRIES

17.1 Each administration will answer in the shortest possible time, not to exceed one month, inquiries relating to items.

17.2 Inquiries will be accepted only within a period of four months from the day after that on which the item was posted.

17.3 This paragraph does not authorise routine requests for confirmation of delivery.

18. LIABILITY OF ADMINISTRATIONS

Each administration will decide its own compensation policy in the case of loss, damage, theft or delay. Payment of compensation, if any, is to be the sole responsibility of the administration of origin. Neither administration may claim indemnification from the other administration.

19. NO ADDITIONAL RATES, CHARGES OR FEES

The administrations may collect only the rates, charges and fees established under this Memorandum of Understanding.

20. TEMPORARY SUSPENSION AND RESUMPTION OF SERVICE

20.1 Each administration may temporarily suspend service, either wholly or in part, if circumstances justify this.

20.2 The other administration is notified immediately of such suspension and of the resumption, by telegram, telex or telephone.

21. IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING

In order to give effect to this Memorandum of Understanding, Details of Implementation are drawn up and annexed hereto. In addition, each administration may adopt measures for the internal operation of its services not inconsistent with this Memorandum of Understanding or its Details of Implementation.

22. AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding and its Details of Implementation may be modified by mutual agreement on the basis of an exchange of letters, to which the text of the modified paragraph(s) will be annexed.

23. APPLICATION OF THE CONVENTION

The Convention and its Detailed Regulations apply, where appropriate, by analogy, in all cases not expressly governed by this Memorandum of Understanding or by its Details of Implementation.

24. EFFECTIVE DATE AND DURATION OF THE MEMORANDUM OF UNDERSTANDING

24.1 This Memorandum of Understanding takes effect on the date mutually agreed upon by the administrations.[1]

24.2 After the Memorandum of Understanding has been in effect for one year, it may be terminated by agreement or by either administration, upon six months previous notice given to the other.

24.3 Signed in Washington DC, United States of America, on August 20,1984, and in Wellington, New Zealand on 1 August 1984.

.....[2]..... FOR THE POSTAL ADMINISTRATION OF

Assistant Postmaster General
International Postal Affairs THE UNITED STATES OF AMERICA

.....[3]..... FOR THE POSTAL ADMINISTRATION OF

Director of Postal Services NEW ZEALAND

1 Oct. 28, 1984.
2 W.E. Duka.
3 F.C. Williams.

DETAILS OF IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE POSTAL ADMINISTRATIONS OF THE UNITED STATES OF AMERICA AND NEW ZEALAND CONCERNING INTERNATIONAL EXPRESS MAIL SERVICES (EMS)

The following Details of Implementation of the Memorandum of Understanding Between the Postal Administrations of the United States of America and New Zealand concerning International Express Mail Services (EMS) have been drawn up in accordance with paragraph 21 of the said Memorandum.

101. INFORMATION TO BE SUPPLIED BY THE ADMINISTRATIONS

101.1 Each administration will notify the other administration of:

a. the provisions of its laws or regulations applicable to the conveyance of EMS items;

b. the rates and dues established under the Memorandum of Understanding;

c. the forms, labels, and other documentation which it requires in the service; and

d. the minimum time required to effect the transit of EMS items or dispatches.

101.2 Any change of the information mentioned in sub-paragraph 101.1 is to be communicated in writing immediately to the other administration.

102. MAKE-UP OF ITEMS

Provided that the contents do not come within the prohibitions listed in paragraphs 11 and 12 of the Memorandum of Understanding, each Item to be admitted must:

a. bear, in roman letters and arabic figures on the item itself or on a label firmly affixed to it, the

name and complete address of the sender and of the addressee, as well as the mailing date;

b. have, on its packing or wrapping, sufficient space for service instructions and for affixing service labels, including the C1 Customs label;

c. be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance;

d. be packed and closed so as not to present any dangers to an official called upon to handle it, and not to soil or damage other mail or postal equipment.

103. GENERAL MAKE-UP OF DISPATCHES

103.1 International Express Mail dispatches are to be made up in closed mails, and accompanied by the air mail delivery bill required by these Details of Implementation.

103.2 The items in each dispatch are to be accompanied by a manifest, and inserted in blue and orange bags.

103.3 Each bag will bear a label, showing the blue and orange logo which has been adopted as the EMS identification symbol. Each bag label will clearly indicate the exchange office of destination and the type of service used.

104. MANIFESTS

104.1 An EMS manifest, on a form acceptable to each administration, will be inserted in the final bag of each dispatch.

104.2 The manifest will clearly indicate that the dispatch contains EMS items. It will also show the dispatch number.

104.3 Each item sent through the Scheduled Service will be listed separately on the manifest. If no items are sent under a Scheduled Service contract, the contract number and the fact that no items were sent will be entered on the manifest.

104.4 The total number of On-Demand items in a dispatch will either be entered collectively as a single manifest entry, or listed separately on the manifest, in accordance with the internal procedures of the dispatching administration.

105. AIR MAIL DELIVERY BILLS

105.1 An air mail delivery bill (Universal Postal Union form AV 7) must accompany each dispatch.

105.2 The air mail delivery bill is to be marked so as to indicate clearly that the dispatch contains EMS items. The total number of items in each dispatch will be entered in the observations column of the AV7.

105.3 The total number of items in each dispatch will be entered in the "observations" column of the airmail delivery bill.

106. EXCHANGE OFFICES

106.1 The exchange of dispatches of EMS items will be carried out by the designated exchange offices of each administration.

106.2 Each administration will give the other administration advance notice of redesignation, creation or closing of exchange offices.

107. CHECK OF DISPATCHES AND OF THEIR CONTENTS

107.1 Upon receipt of a dispatch, the administration of destination will check the dispatch to confirm its conformity with the air mail delivery bill.

107.2 The contents of each dispatch will be checked as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest and with the airmail delivery bill.

108. NOTIFICATION OF IRREGULARITIES

108.1 Any evidence of irregularities, missing items, any theft or damage detected upon receipt of a dispatch will be reported without delay to the administration of origin by telex or telephone and confirmed in writing by means of a C14 Verification Note.

108.2 All other actions taken in connection with any irregularity will be governed by the regulations of the administration of destination.

109. REDIRECTION OF ITEMS ARRIVING OUT OF COURSE

The redirecting administration will notify the administration of origin, by telex or telephone, the details concerning the arrival and redirection of each item or bag arriving out of course.

110. RETURN OF ITEMS TO ORIGIN

Each administration which returns an item for any reason whatsoever will give, either written by hand, by means of a stamped impression or a label on the item and on the manifest which accompanies it, the reason for non-delivery.

111. ACCOUNTING, SETTLEMENT OF ACCOUNTS

111.1 The procedures for accounting and for the settlement of accounts for internal air conveyance will be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

111.2 The procedures for accounting and settlement of accounts for traffic imbalances will be as follows:

a. The settlement will take place annually. The annual period will begin on the first day of the calendar year.

b. Each administration will prepare quarterly a statement of items received on a mutually acceptable form which will indicate the number of items per month based upon the particulars of the AV7 airmail delivery bill. These forms will be forwarded to the administration of origin within two months from the end of the quarter.

c. After verifying the statement of items received, the administration of origin will advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement will be returned to the

destination administration duly amended and accepted. If the destination administration disputes the amendments, it will confirm the actual data by sending photocopies of relevant EMS AV7 airmail delivery bills and C14 Verification Notes to the administration of origin. If the destination administration has not received notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account will be regarded as fully accepted.

d. After each administration has accepted the statement of items received prepared by the other, the creditor administration will prepare annually a detailed account and statement of charges on a mutually acceptable form which will indicate the total number of items received and dispatched, the imbalance, the imbalance charge per item, and total amount due.

e. Accounts are to be settled within six months after the last day of the settlement period.

112. PERIOD OF RETENTION OF DOCUMENTS

112.1 Documents of the service are to be kept for a minimum period of two years from the day following the date to which they refer.

112.2 A document concerning a dispute or any inquiry is to be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter will be regarded as settled.

113. EFFECTIVE DATE AND DURATION OF THESE DETAILS OF IMPLEMENTATION

113.1 These Details of Implementation take effect on the same date as the Memorandum of Understanding to which they refer.

113.2 These Details of Implementation, and any amendments made pursuant to paragraph 22 of the Memorandum of Understanding, have the same duration as that Memorandum of Understanding.

BRAZIL

Postal: INTELPOST Field Trial

Memorandum of understanding, with details of implementation, signed at Brasilia and Washington December 18 and 28, 1984; Entered into force January 7, 1985.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE ENTERPRISE OF POSTS AND TELEGRAPHS OF BRAZIL

AND THE POSTAL ADMINISTRATION OF

THE UNITED STATES OF AMERICA

CONCERNING THE OPERATION OF THE INTELPOST FIELD TRIAL

The Enterprise of Posts and Telegraphs of Brazil and the postal administration of the United States of America, desiring to initiate on an experimental basis and in accordance with Article 6 of the Universal Postal Convention[1] a service for the exchange of messages transmitted by electronic means, have agreed as follows:

ARTICLE 1

PURPOSE OF THE UNDERSTANDING

A postal service for the electronic transmission of messages, known as INTELPOST, will be provided on an experimental basis between the postal administrations of Brazil and of the United States of America through their designated facilities, in order to assess its long term feasibility and market potential.

ARTICLE 2

DEFINITION OF TERMS

As used herein the following terms have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations agreeing to this Memorandum of Understanding.
2. Articles and Paragraphs - articles and paragraphs of this Memorandum of Understanding.
3. Convention - the Universal Postal Convention adopted by the Congress of the Universal Postal Union and as adopted by the administrations agreeing to this Memorandum of Understanding.

[1] Done at Rio de Janeiro Oct. 26, 1979. TIAS 9972; 32 UST 4587.

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union.
5. INTELPOST service (as established by this Memorandum of Understanding) - a postal service which utilizes subscriber telephones connected over the international public telephone network to transmit by electronic means messages and documents submitted by customers of either administration for postal delivery to an addressee in the other postal service.
6. INTELPOST Item - an item sent in the INTELPOST service whether in physical or abstract form.
7. References to the regulations of either administration or to its internal legislation are to the legislation or general regulations governing the matter in question which are applicable regardless of the administration of origin.

ARTICLE 3

DESCRIPTION OF THE SERVICE

1. Each postal administration offers its customers a basic INTELPOST service. This service consists of the electronic transmission of messages or documents (whether in physical or abstract form) and their physical delivery by the administration of destination either across the counter at a handling office of INTELPOST Service or in accordance with such procedures for the delivery of international or domestic letter post items as may be established by the administration of destination.

2. Initially, the administrations agree to offer only the basic INTELPOST service, but they may subsequently agree by an exchange of correspondence to provide optional services.

ARTICLE 4

CHARGES TO BE COLLECTED FROM THE SENDER

1. Each administration, establishes the charges to be collected from its senders for sending items in the service.
2. All charges thus established are fully pre-paid by the sender.
3. INTELPOST items sent by postal administrations in relation to INTELPOST matters are exempt from all charges.

ARTICLE 5

COMPENSATION FOR IMBALANCES

During the period of the field trial no payments are made for any imbalance in the basic service. Any agreement to provide optional services may include provisions either for imbalance payments or reimbursement for optional service.

ARTICLE 6

CONDITIONS OF ACCEPTANCE

1. Except as provided for in paragraph 2 of this article, in order to be accepted in the INTELPOST service an item must:
   a) be of sufficient quality to ensure satisfactory transmission; and,

b) be accompanied by the transmittal instruction sheet referred to in Article 7.

2. If an item is tendered for transmission and the sender is advised that it is not likely to reproduce satisfactorily, it will nevertheless be sent:

a) if the sender so wishes and the other conditions of acceptance are met; and

b) provided the sender acknowledges that he has been informed that reproduction may be unsatisfactory and that he will refrain from making any claim in that regard against either administration.

ARTICLE 7

TRANSMITTAL INSTRUCTION SHEET

1. A transmittal instruction sheet in the form of the specimen annexed to this Memorandum of Understanding as Attachment 1 must be completed for each item sent in the INTELPOST service.

2. It must bear the name and complete address of the sender and of the addressee. If optional services are agreed upon, the transmittal sheet must also show which such services are requested by the sender.

ARTICLE 8

PROHIBITIONS

The provisions of the Universal Postal Convention governing prohibitions are applicable to the contents of items submitted for transmission in the INTELPOST service.

ARTICLE 9

TREATMENT OF ITEMS WRONGLY ACCEPTED

1. When an item containing a message or illustration prohibited under Article 8 has been transmitted in the INTELPOST service, the prohibited message or illustration is dealt with according to the domestic legislation of the receiving administration.
2. When such an item is neither delivered to the addressee nor returned to origin, the administration of origin is informed of how the item has been dealt with, and of the restriction or prohibition which required such treatment.

ARTICLE 10

UNDELIVERABLE ITEMS

After every reasonable effort to deliver an item has proven unsuccessful, the transmittal instruction sheet describing the facts is returned to the INTELPOST Service Center designated by the Administration of acceptance which ensures that the sender is informed accordingly.

ARTICLE 11

INQUIRIES

Each administration answers in the shortest possible time, not to exceed 7 days, inquiries relating to any INTELPOST item sent by the other administration.

ARTICLE 12

LIABILITY OF ADMINISTRATIONS

Each administration decides its own compensation policy in the case of loss, damage, theft or delay. Payment of compensation, if any, is to be the sole responsibility of the administration of origin. Neither administration may claim indemnification from the other administration.

ARTICLE 13

TEMPORARY SUSPENSION AND RESUMPTION OF THE SERVICE

Whenever serious operational difficulties arise in either administration which in its opinion preclude the uninterrupted operation of the service, operations may be temporarily suspended provided that:

a) upon suspension of the service the suspending administration notifies the other as soon as possible;

b) every effort is made to minimize the duration of the suspension;

c) upon resumption of the service, the resuming administration notifies the other as soon as possible; and

d) specifically, the INTELPOST center of the resuming administration notifies the receiving INTELPOST center.

ARTICLE 14

IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING

In order to give effect to this Memorandum of Understanding, Details of Implementation are drawn up and annexed hereto. In addition, each administration may adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Memorandum of Understanding or its Details of Implementation.

ARTICLE 15

APPLICATION OF THE CONVENTION

The Convention or Detailed Regulations of the Convention apply where appropriate, by analogy, in all cases not expressly covered by this Memorandum of Understanding or its Details of Implementation.

ARTICLE 16

AMENDMENT

The Memorandum of Understanding and its Details of Implementation may be modified by mutual agreement on the basis of an exchange of letters, to which the text of the modified articles is annexed.

ARTICLE 17

EFFECTIVE DATE AND DURATION OF

THE MEMORANDUM OF UNDERSTANDING

1. This Memorandum of Understanding takes effect on the date mutually agreed upon by the administrations.[1]
2. It expires at the end of the experimental period, but service will be maintained pending possible acceptance of the permanent operation of this service.

Done in duplicate and signed at Brasilia on the 18 day of December, 1984, and at Washington, D.C. on the 28 day of December, 1984.

FOR THE ENTERPRISE OF POSTS AND TELEGRAPHS OF BRAZIL

ADWALDO CARDOSO BOTTO DE BARROS
President

ALFREDO CORREA LIBANO SOARES
DIRECTOR

FOR THE POSTAL ADMINISTRATION OF THE UNITED STATES OF AMERICA

William F. Bolger
Postmaster General

[1] Jan. 7, 1985.

ATTACHMENT 1

INTELPOST
UNITED STATES POSTAL SERVICE

1. Originating Office / Bureau d'origine: Washington, D.C
2. Sending Office / Bureau transmetteur: PHQ
3. Document Number / Numéro du Document: FAH 249
4. Pages: 25
5. Date Sending Transmission / Receiving Réception: 12-14-84
6. RS:
7. Delivery mode/Mode de distribution: A

9. Sender/Expéditeur 202-646-1500x255

Fern A. Harris
Program Manager
International Electronic
Message Service
U.S. Postal Service
Washington, DC

FAX 202-646-0926

8. Addressee *(Use Postal Code)*/Destinataire *(Avec Code Postal)*

Ara A. Minassian
Chief Department
Electronic Mail Service
Empresea Brasileira de Correios e Teleg
SBN - Conjuncto 3 - DF - Brasil

PS Form 8850-B, May 1984

ATTACHMENT 1

EMPRESA BRASILEIRA DE CORREIOS E TELÉGRAFOS

INTELPOST

1. Agência de origem / Originating office / Bureau D'origine

No. Telefone / Telephone No. / No. Telephone.

2. Agência Expedidora / Sending office / Bureau Expéditeur	3. Número documento / Document number / Nombre de document

4. páginas / pages / pages	5. Data e hora / Date and time / Date et heure	
01	Transmissão / Sending / Transmission.	Recepção / Receiving / Reception.
6. RE	13/12/84	

9. Expedidor (inclusive CEP) / Sender (including postal code) / Expéditeur (inclusif code postale)

ARA A. MINASSIAN
ELECTRONIC MAIL SERVICE
SBN CONJ. 3 BLOCO A-109 ANDAR
FONE: 5561-2263920
FAX: 5561-223-4066
BRASÍLIA/DF - BRASIL

7. Modo de entrega e instruções de Serviço / Delivery mode and Service instructions / Mode de distribution et instructions de service

8. Destinatário (inclusive CEP) / Addressee (including postal code) / Destinataire (inclusif code postale)

MISS

FERN A HARRIS
PROGRAM DIRECTOR
INTERNATIONAL ELECTRONIC
MAIL SERVICE
WASHINGTON - DC

7330-007-0160

A5-210x148

DETAILS OF IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE ENTERPRISE OF POSTS AND TELEGRAPHS OF BRAZIL AND THE POSTAL ADMINISTRATION OF THE UNITED STATES OF AMERICA CONCERNING THE OPERATION OF THE INTELPOST FIELD TRIAL

The following Details of Implementation of the Memorandum of Understanding between the Enterprise of Posts and Telegraphs of Brazil and the Postal Administration of the United States of America concerning the operation of the INTELPOST Field Trial have been drawn up in accordance with article 14 of that Memorandum.

ARTICLE 101

INTELPOST SERVICE CENTER

The electronic exchange of INTELPOST items is carried out by the agreed designated INTELPOST Service Centers in Brazil and the United States of America.

ARTICLE 102

INFORMATION TO BE SUPPLIED BY THE ADMINISTRATIONS

1. Each administration notifies the other of:
   a) public business hours and the hours (local time) of staffed operation of its INTELPOST Service Center;
   b) the cities and areas in its service in which INTELPOST items are accepted and delivered;
   c) the latest time (GMT) for the acceptance of an item requiring same day delivery;
   d) delivery standards of the INTELPOST items in each country;
   e) the necessary information concerning the prohibitions or restrictions governing the entry of INTELPOST items in its service and other areas for which it has INTELPOST responsibility;

f) all charges established under the INTELPOST Memorandum of Understanding; and

g) the forms, labels and other documentation which it requires in its service.

2. Any change of the information listed in paragraph 1 above is communicated immediately in writing to the other administration.

ARTICLE 103

COMPLETION OF TRANSMITTAL INSTRUCTION SHEETS

1. Each administration insures that each transmittal instruction sheet as completed by the sender shows, in Roman letters and Arabic figures, the name and complete address of the sender and of the addressee, including postal code as far as possible.

2. The transmittal instruction sheet accompanying an INTELPOST item accepted for transmission at the risk of the sender in accordance with Article 6, paragraph 2 of the Memorandum of Understanding, must bear a suitable endorsement to this effect.

ARTICLE 104

NOTIFICATION OF IRREGULARITIES

Each postal administration immediately notifies the other administration by transmittal instruction sheet, telex, or telephone of irregularities in the receipt of items or in the operation of the transmission equipment or circuitry.

ARTICLE 105

SETTLEMENT OF ACCOUNTS

At the end of the INTELPOST field trial, the participating administrations may bill each other in their own currencies for any special services that have been agreed upon and provided.

ARTICLE 106

EFFECTIVE DATE AND DURATION OF THE DETAILS OF IMPLEMENTATION

These Details of Implementation take effect on the same date as the INTELPOST Memorandum of Understanding to which they refer and have the same duration as that Memorandum of Understanding.

MEXICO

Postal: Express Mail Service

Agreement, with detailed regulations, signed at Mexico
February 13, 1981;
Entered into force September 1, 1987.
With declaration.

INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND THE POSTAL ADMINISTRATION OF MEXICO

Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

Article 1. Purpose of the Agreement

This Agreement shall govern the exchange of International Express Mail between the United States and Mexico, including any areas for which the postal administrations of these countries exercise International Express Mail responsibilities.

Article 2. Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations signatory to this Agreement;
2. Articles and sections - articles and sections of this Agreement, except when the context indicates an article which is or can be sent pursuant to the service agreement of a customer;
3. Convention - the Universal Postal Convention[1] adopted by the Congresses of the Universal Postal Union from time to time, and ratified by the signatories;
4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention adopted by the Congresses of the Universal Postal Union from time to time, and ratified by the signatories;

[1] Done at Rio de Janeiro Oct. 26, 1979. TIAS 9972; 32 UST 4587.

5. International Express Mail service - the service established by this Agreement, the domestic counterparts of which are Express Mail Service in the United States and SERCA in Mexico;

6. Scheduled service - an International Express Mail service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addresses;

7. References to the regulations of either administration or to the internal legislation of either country are to the general regulations or legislation governing the matter in question which are applicable regardless of the country of origin.

Article 3. Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addresses.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the means of transportation used to carry scheduled items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

(i) the identification number of the customer contract, which number shall be indicated on each item sent;

(ii) the name and address of the designated addressee;

(iii) the days of the week designated by the customer as scheduled dispatch days;

(iv) the time of day delivery is requested; and

(v) the airline and flight number to be used.

Article 4. Charges to be Collected from the Sender

Each administration shall fix the charges to be collected from senders for sending items in the service.

Article 5. Charges and Fees to be Collected from the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 6. Allocation of Charges

Except as otherwise provided by this Agreement, each administration shall retain the charges which it has collected.

Article 7. Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in Article 8, each item to be admitted into the International Express Mail service shall:

(a) be packed in a manner adapted to the nature of the contents and the conditions of transport;

(b) bear the name and address of the addressee and of the sender; and

(c) satisfy the conditions of weight and size fixed by Article 10.

Article 8. Prohibitions

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

Article 9. Authority to Rescind Service Contracts

Each administration shall be obliged to rescind the service contract of a customer who is responsible for inserting prohibited articles in items exchanged pursuant to this Agreement.

Article 10. Limits of Size and Weight

1. An item of International Express Mail:
   (a) shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and
   (b) shall not exceed 20 kilograms in weight.
2. The administrations may agree by exchange of correspondence to change the size limits established in Section 1.

Article 11. Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.
2. When the weight or the dimensions of an item exceed the limits established under Article 10, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.
3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 12. General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.
2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

Article 13. Undeliverable Items

1. After every reasonable effort to deliver an item has proved unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.
2. An item refused by the addressee shall be returned immediately to the administration of origin through the International Express Mail service.
3. Neither administration shall charge the other for the return of undeliverable items.

Article 14. Items Arriving Out of Course and to be Redirected

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.
2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 15. Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.
2. Inquiries shall be accepted only within a period of four months from the day after that on which the item was posted.
3. This Article does not authorize routine requests for confirmation of delivery.

Article 16. Advice of Delivery

Each administration may offer an advice of delivery service for senders who ask for an advice of delivery and who pay an additional fee for this service.

Article 17. Allocation of Surface Costs for Traffic Imbalances

1. On December 31 of each year, the administration which has received a larger quantity of International Express Mail than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.
2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modifications of the imbalance charge may be made as follows:

   (a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

   (b) To be applicable, such modification of the imbalance charge must:

      (i) be communicated to the other administration at least three months in advance;

      (ii) remain in force for at least one year.

4. No imbalance charge shall be collected if the difference in the number of items exchanged is less than one thousand.

Article 18. Internal Air Conveyance Dues

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

Article 19. Onward Air Conveyance

1. The administrations may agree, by exchange of correspondence, to provide onward air conveyance services under the terms of this article.

2. Each administration shall, upon agreement under Section 1 of this article, provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

3. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

Article 20. No Additional Rates, Charges, or Fees

Each administration may collect only the rates, charges and fees established under this Agreement.

Article 21. Application of the Convention

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

Article 22. Temporary Suspension of Service

1. Should extraordinary circumstances justify it, either administration may suspend temporarily its operation of the service, provided that notice of such suspension is given immediately to the other administration by telex or telephone.

2. The administration which has temporarily suspended service shall also give immediate notice to the other administration, by telex or telephone, when service is resumed.

3. Neither administration may assess any charges against the sender for the return of items due to a suspension of service.

Article 23. Detailed Regulations

1. Details of implementation of this Agreement shall be governed by its Detailed Regulations.

2. The provisions of the Detailed Regulations may be amended not inconsistently with this Agreement, by mutual consent by means of correspondence between officials of each administration who have been authorized to make such amendments.

Article 24. Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail service.

Article 25. Additional Rules and Regulations

Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Article 26. Exclusion of Dutiable Items

The administrations agree to exclude items (small packets and postal parcels) containing merchandise subject to payment of customs duty, until such time as the administrations notify each other that all customs clearance procedures have been simplified in order to avoid delays in the delivery of such items.

Article 27. Entry into Force and Duration of the Agreement

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.[1]
2. This Agreement shall expire twelve months after either administration notifies the other in writing of termination.

[1] Sept. 1, 1987.

Done in duplicate in the English and Spanish languages, both versions being equally authentic, and signed at Mexico City on the 13th day of February, 1981.

FOR THE UNITED STATES POSTAL SERVICE:

[1]

POSTMASTER GENERAL

FOR THE POSTAL ADMINISTRATION OF MEXICO:

[1] W.F. Bolger.

DETAILED REGULATIONS OF THE INTERNATIONAL

EXPRESS MAIL AGREEMENT

BETWEEN

THE UNITED STATES POSTAL SERVICE

AND

THE POSTAL ADMINISTRATION OF MEXICO

The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International Express Mail Agreement between the United States Postal Service and the Postal Administration of Mexico.

Article 101. Information to be Supplied by the Administrations

1. Each administration shall notify the other administration of:

(a) the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail items in the territory of its country and other areas for which it has International Express Mail responsibility;

(b) the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;

(c) the rates and dues established under the Agreement;

(d) the forms, labels, and other documentation which it requires in the service; and,

(e) general information concerning the operation of the service.

2. Any changes in the information mentioned in Section 1 shall be communicated in writing immediately to the other administration.

Article 102. Address of the Sender and of the Adressee

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103. Packing Requirements

1. Each item shall be packed and closed by the sender in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.

2. Each item shall be packed and closed so as not to present any danger if it contains articles of a kind likely to injure officials called upon to handle it or to soil or damage other mail or postal equipment.

3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.

4. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention of the Universal Postal Union.

Article 104. General Make-Up of Mails

1. International Express Mail dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill and manifest forms required by these regulations.

2. The items in each dispatch shall be enclosed in blue and orange International Express Mail bags.

3. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label shall clearly indicate the exchange office of destination.

Article 105. Manifests

1. An International Express Mail manifest, on a form acceptable to each administration, shall accompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. The total number of on-demand items in a dispatch shall be entered collectively as a single manifest entry.

4. The manifest shall clearly indicate that the dispatch contains International Express Mail items.

Article 106. Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union form AV 7, shall accompany each dispatch.

2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.

Article 107. Exchange Offices

1. The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration advance notice of redesignation of or addition to its exchange offices.

Article 108. Check of International Express Mail

1. Upon receipt of an International Express Mail dispatch, the administration of destination shall check the dispatch to confirm its conformity with the air mail delivery bill.

2. The contents of each dispatch shall be checked as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest.

Article 109. Notification of Irregularities

1. Cases of missing or damaged bags or items shall be reported to the administration of origin by telex or telegraph and confirmed in writing.

2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

Article 110. Redirection of Items or Bags Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex, telegraph, or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

Article 111. Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or a label on the item and on the manifest which accompanies it, the reason for non-delivery.

Article 112. Accounting, Settlement of Accounts

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

(a) The settlement shall take place on December 31 of each year.

(b) Each administration shall prepare quarterly a statement of items received on a mutually acceptable form

which indicates the number of items received in each dispatch based upon the particulars of the International Express Mail manifests. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

(c) After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant International Express Mail manifests and notices of irregularities to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges on a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

Article 113. Definitions

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 114. Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of eighteen months from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 115. Modifications or Amendments

These Detailed Regulations may be altered or amended, not inconsistently with the Agreement, by mutual consent of the administrations by means of documents signed by officials of each administration who have been authorized to make such amendments.

Article 116. Entry Into Force and Duration

1. These Detailed Regulations shall come into force on the same date as the International Express Mail Agreement to which they refer.

2. These Detailed Regulations, and any amendments hereto pursuant to Article 115, shall have the same duration as the International Express Mail Agreement to which they refer.

Done in duplicate in the English and Spanish languages, both versions being equally authentic, and signed at Mexico City on the 13th day of February, 1981.

FOR THE UNITED STATES POSTAL SERVICE:

POSTMASTER GENERAL

FOR THE POSTAL ADMINISTRATION OF MEXICO:

ACUERDO PARA EL INTERCAMBIO DE CORRESPONDENCIA

AGRUPADA ENTRE

LA ADMINISTRACION POSTAL DE MEXICO

Y

EL SERVICIO POSTAL DE LOS ESTADOS UNIDOS DE AMERICA

Preámbulo

Los que suscriben, en virtud de la autoridad a ellos conferida, han concertado el siguiente Acuerdo

Artículo 1. Propósitos del Acuerdo.

Este Acuerdo reglamentará el intercambio de correo mediante el Servicio de Correspondencia Agrupada (S. C. A) entre México y Estados Unidos de América, incluyendo todas las áreas donde las administraciones postales de esos países ejerzan responsabilidad del Servicio de Correspondencia Agrupada (SERCA).

Artículo 2. Definiciones.

Tal como se utilizan en el presente Acuerdo, los términos siguientes tendrán los significados indicados:

1.- Administración - una forma abreviada para referirse a alguna de las Administraciones postales signatarias del presente Acuerdo.

2.- Artículos y Secciones.- Artículos y Secciones de este Acuerdo, excepto cuando el contexto indique remisión a otro artículo perteneciente a un contrato de servicio de algún usuario.

3.- Convenio - El Convenio Postal Universal vigente después de su aprobación por cada Congreso de la - - Unión Postal Universal, que sea ratificado por sus - signatarios.

4.- Reglamento del Convenio - El Reglamento de Ejecución del Convenio Postal Universal vigente, des- - pués de su aprobación por cada Congreso de la Unión- Postal Universal que sea ratificado por sus signatarios.

5.- Servicio de Correspondencia Agrupada (SERCA) -- El servicio establecido por este Acuerdo, cuyas contrapartidas nacionales son el Express Mail Service - en los Estados Unidos y SERCA en México.

6.- Servicio Programado - una opción del Servicio - de Correspondencia Agrupada que permite a un remitente concertar un arreglo contractual para remitir envíos conforme a un programa establecido a direcciones designadas.

7.- Las referencias a las disposiciones de cada administración a la legislación interna de cada país - se hacen con respecto a las disposiciones generales o la legislación que rige el asunto en cuestión, que son aplicables independientemente del país de origen.

Artículo 3. Servicio Programado.

1.- Cada administración ofrecerá servicio programa

do, sobre bases contractuales, a clientes que convengan en el uso del servicio de acuerdo con un programa preestablecido a destinatarios designados.

2.- Cada administración proporcionará a la otra un programa de horarios aproximados de entrega a cada ciudad u otros lugares en los que se disponga de servicio programado, basados en los horarios de los medios de transporte utilizados para la remisión de los envíos programados.

3.- Para cada contrato de servicio programado, la administración de origen proporcionará a la administración de destino la información que se detalla a continuación, por lo menos con diez días de antelación con respecto al comienzo del servicio de conformidad con dicho contrato:

(i) el número de identificación del contrato del cliente, el cual será indicado en cada envío remitido;

(ii) el nombre y la dirección del destinatario designado;

(iii) los días de la semana designados por el cliente como días para despachos programados;

(iv) la hora del día en que se solicita la entrega y

(v) la línea aérea y vuelo que se utilizarán.

Artículo 4. Tasas que se cobrarán al remitente.

Cada administración fijará las tasas que se cobrarán a los remitentes por efectuar envíos en el servicio.

Artículo 5. Cargos y tasas que se cobrarán al destinatario

Cada administración estará autorizada a cobrar al destinatario el impuesto de aduanas y otros impuestos no postales aplicables, si los hubiere, pagaderos por cada envío que entrega y una tasa por el cobro de dichos impuestos.

Artículo 6. Asignación de Tasas.

A menos que se estipule lo contrario con este Acuerdo cada administración retendrá las tasas que haya cobrado.

Artículo 7. Condiciones de aceptación.

Siempre que el contenido no esté incluído en las prohibiciones citadas en el artículo 8, cada envío que se vaya a admitir en el Servicio de Correspondencia Agrupada:

a) será embalado de forma que corresponda a la naturaleza del contenido y las condiciones de transporte.

b) llevará incluídos los nombres y direcciones del destinatario y remitente y

c) cumplirá con las condiciones de peso y tamaño estipuladas en el Artículo 10.

Artículo 8. Prohibiciones.

1.- Las disposiciones del Convenio que - - rigen las prohibiciones serán aplicables a la inclusión de artículos en las remesas del Servicio de Correspondencia Agrupada - (SERCA).

2.- Cada administración comunicará a la -- otra la información relativa a las aduanas u otras disposicio-- nes, así como las prohibiciones o restricciones aplicables a la entrada de envíos postales en su servicio.

Artículo 9. Autoridad para rescindir los contratos de servicio.

Cada administración se obliga a rescindir el contrato de servicio de algún responsable de insertar artículos prohibidos por su administración o por ambas, en los envíos intercambiados en virtud de este Acuerdo.

Artículo 10. Límites de medidas y pesos.

1. Un envío del Servicio de Correspondencia Agrupada (SERCA):
a) no excederá los 900 milímetros en ninguna de sus dimensiones ni los 2 metros - en la suma de su longitud y la mayor circunferencia medida en una dirección dife-

rente a aquella de la longitud y

b) no excederá los 20 kilogramos de peso.

2. Las administraciones pueden acordar por intercambio de correspondencia modificar los límites de tamaño establecidos en la sección 1.

Artículo 11. Tratamiento de los envíos erróneamente aceptados.

1. Cuando un envío que contenga un objeto prohibido por el artículo 8 haya sido erróneamente admitido en el correo, el objeto prohibido será tratado de acuerdo con la legislación de país de la administración que haya descubierto su presencia.

2. Cuando el peso o las dimensiones de un envío excedan los límites establecidos en el artículo 10, será devuelto a la administración de origen si las disposiciones de la administración de destino no permiten su entrega.

3. Cuando un envío erróneamente admitido no es ni entregado al destinatario ni devuelto a su origen, la administración de origen será informada del tratamiento dado al envío y de la restricción o prohibición que exigió tal tratamiento.

Artículo 12. Reglas generales para la entrega y despacho de aduanas.

1. Cada administración, de acuerdo con sus disposiciones para el tipo de servicio utilizado, hará todo lo posible por efectuar la entrega de cada envío del Servicio de Correspondencia Agrupada (SERCA) por el medio más rápido disponible.

2. Cada administración hará lo posible por acelerar el despacho de aduanas de los envíos del Servicio de Correspondencia Agrupada (SERCA).

Artículo 13. Envíos no entregables.

1. Después de haber resultado infructuosos todos los esfuerzos razonables por entregar una remesa, el envío estará a disposición del destinatario por el período de conservación previsto por las disposiciones de la administración de destino.

2. Un envío rehusado por el destinatario será devuelto inmediatamente a la administración de origen a través del Servicio de Correspondencia Agrupada (SERCA).

3. Ninguna de las dos administraciones cargará a la otra la devolución de envíos no entregables.

Artículo 14. Envíos llegados fuera de curso y que deberán ser reencaminados.

1. Cada envío llegado fuera de curso será reencaminado a su destino correcto por la ruta más directa usada por la administración que ha recibido el envío.

2. Ninguna administración cargará a la otra por concepto de reencaminamiento de envíos llegados fuera de curso.

Artículo 15. Averiguaciones.

1. Cada administración responderá en el menor plazo posible, que no excederá de un mes, a las averiguaciones relativas a cualquier envío del Servicio de Correspondencia Agrupada (SERCA) hechas por la otra Administración.

2. Las averiguaciones serán aceptadas sólo dentro de un período de cuatro meses a partir del día en que fuera impuesto el envío.

3. Este artículo no autoriza las demandas rutinarias de confirmación de entrega.

Artículo 16. Aviso de entrega.

Cada administración podra ofrecer un servicio de aviso de entrega para los remitentes que pidan aviso de entrega que pagará una tasa adicional por dicho servicio.

Artículo 17. Asignación de los costos de superficie - por diferencia de tráfico.

1. Al 31 de diciembre de cada año, la administración que haya recibido una cantidad de - correo del Servicio de Correspondencia Agrupada (SERCA) mayor que la que haya enviado ese año, tendrá derecho a cobrar de la - administración de origen, como compensación, una tasa por diferencia para resarcirse de- los gastos de manipulación en superficie y- entrega por ella sufragados por cada envío- adicional recibido.

2. Cada administración establecerá una tasa -- por diferencia para cada envío, la cual corresponderá al costo de los servicios.

3. Podrán efectuarse las siguientes modificaciones en la tasa por diferencia:

a) Cada administración podrá aumentar su tasa por diferencia cuando dicho aumento sea necesario debido a un incremento en el costo de los servicios.

b) Para ser aplicable, tal modificación de la tasa por diferencia deberá:

(i) ser comunicada a la otra administración con una antelación mínima de tres meses;
(ii) permanecer en vigor al menos durante un año.

4. No se cobrará ninguna tasa por diferencia si la diferencia en el número de envío intercambiados es inferior a mil.

Artículo 18. Tasas por el transporte aéreo interno

Cada administración que efectúe el reencaminamiento aéreo interno de los envíos, tendrá derecho al reembolso de los gastos por el transporte aéreo interno conforme a las tasas básicas en las disposiciones del Convenio de la Unión Postal Universal que rige las tasas del transporte aéreo interno.

Artículo 19. Transmisión aérea de los envíos.

1. Las administraciones pueden acordar, por intercambio de correspondencia, proporcionar un servicio de transmisión aérea de los envíos de conformidad con los términos del presente artículo.

2. Cada administración, previo acuerdo conforme a la sección 1 del presente artículo proporcionará el servicio de transmisión aérea de envíos hacia o desde cual-

quier país con el cual intercambie envíos al amparo del Servicio de Correspondencia Agrupada (SERCA), para aquellos envíos dirigidos a o procedentes de la otra administración, y proporcionará los horarios aproximados de transmisión aérea.

3. Para cada envío encaminado de conformidad con este artículo, la administración que proporcione el servicio de transmisión aérea, estará autorizada a exigir de la administración de origen las tasas correspondientes aplicables al correo aéreo en virtud del Convenio.

Artículo 20. Ninguna tarifa, tasa o derecho adicional.

Cada administración podrá exigir solamente las tarifas, tasas y derechos establecidos en este acuerdo.

Artículo 21. Aplicación del Convenio.

El Convenio y su Reglamento de Ejecución serán aplicables, donde proceda, por analogía en todos los casos no expresamente regulados por este Acuerdo o su Reglamento

Artículo 22. Suspensión temporal de los servicios.

1. En caso de que lo justifiquen circunstancias extraordinarias, cualquier adminis-

tración podra suspender temporalmente la operación de este servicio siempre y cuando se dé inmediatamente aviso de tal suspensión a la otra administración por telex o teléfono.

2. La administración que ha suspendido temporalmente el servicio también dará aviso inmediato a la otra administración, por telex o teléfono, cuando se reanude el servicio.

3. Ninguna de las administraciones podrá imponer un cargo contra el remitente por la devolución de los envíos debido a suspensión de servicio.

Artículo 23. Reglamento.

1. Los detalles referentes a la ejecución de este Acuerdo se regirán por su Reglamento.

2. Las disposiciones del Reglamento pueden ser enmendadas, siempre que no se opongan al presente Acuerdo, por consentimiento mutuo expresado mediante correspondencia mantenida entre los dirigentes de cada administración autorizados para hacer tales enmiendas.

Artículo 24. Arbitraje.

Cualquier diferencia surgida entre las administraciones en lo que respecta a la interpretación o aplicación de este Acuerdo, que no quede resuelta por las Administraciones a mutua satisfacción, será resuelta por arbitraje, siguiendo los procedimientos de arbitraje de la Unión Postal Universal vigentes en el momento en que una administración presenta la diferencia a arbitraje.

El árbitro será elegido de entre las administraciones que proporcionen un servicio análogo al Servicio de Correspondencia Agrupada (SERCA).

Artículo 25. Reglas y disposiciones adicionales.

Cada administración está autorizada a adoptar reglas y disposiciones de ejecución para la operación del servicio en el plano interno, siempre que no se opongan al presente Acuerdo y su Reglamento.

Artículo 26. Exclusión de envíos sujetos a control aduanal.

Las partes, convienen en excluir de los envíos, los pequeños paquetes y encomiendas postales conteniendo mercancías sujetas al pago de importación aduanal, en tanto am-

bas administraciones se comunican que los trámites aduanales han sido simplificados para evitar pérdida de tiempo en el - tratamiento de los envíos.

Artículo 27. Entrada en vigor y duración del acuerdo.

1. Este Acuerdo entrará en vigor en la fecha en que lo convengan mutuamente las admi-- nistraciones después de haber sido firmado por los representantes autorizados de- ambas administraciones.

2. Este Acuerdo expirará doce meses después de que cualquiera de las administraciones notifique a la otra por escrito de su ter minación.

Hecho en duplicado, en los idiomas español e inglés, ambas versiones igualmente auténticas, y firmado en Ciudad de México el día 13 de febrero de 1981.

Por la Administración Postal de México

Por el Servicio Postal de Estados Unidos

Administrador General de Correos
(Postmaster General)

REGLAMENTO

DEL

ACUERDO DE CORRESPONDENCIA

AGRUPADA ENTRE LA ADMINISTRACION POSTAL

DE MEXICO Y EL SERVICIO POSTAL

DE LOS

ESTADOS UNIDOS DE AMERICA

Los que suscriben, en virtud de la autoridad que les fuera conferida, han concluido el presente Reglamento para la ejecución del Acuerdo de Servicio de Correspondencia Agrupada (SECA) entre la Administración Postal de México y el Servicio Postal de los Estados Unidos de América.

Artículo 101. Información que proporcionarán las administraciones.

1. Cada administración notificará a la otra de:

(a) la información necesaria relativa a las disposiciones aduaneras o de otra índole, así como de las prohibiciones o restricciones que rigen la entrada de los envíos del Servicio de Correspondencia Agrupada en el territorio de su país y demás áreas en las que tenga responsabilidad en relación con el Servicio de Correspondencia Agrupada;

(b) las disposiciones de sus leyes o estipulaciones aplicables al transporte de envíos del Servicio de Correspondencia Agrupada;

(c) las tasas y derechos establecidos en virtud del Acuerdo;

(d) los formularios, etiquetas y otra documentación que requiera en el Servicio y

(e) información general relativa a la operación del Servicio.

2. Cualquier cambio en la información mencionada en la sección 1 le será inmediatamente comunicado por escrito a la otra administración.

Artículo 102. Dirección del remitente y del destinatario.

A fin de ser admitido para su correspondiente transporte, cada envío del Servicio de Correspondencia Agrupada (SERCA) llevará en caracteres latinos y cifras arábigas, sobre sí mismo o sobre una etiqueta firmemente adherida a él, los nombres y direcciones completas del remitente y destinatario.

Artículo 103. Exigencias de embalaje

1. Cada envío será embalado y cerrado por el remitente de forma acorde con su peso, su configuración y la naturaleza de su contenido, así como con el medio y duración del transporte.

2. Cada envío será embalado y cerrado de forma que no constituya peligro en caso de que contenga artículos de una especie tal que pueda lesionar o herir a los empleados postales que los procesen, o ensuciar o dañar otros elementos de correspondencia o el equipo postal.

3. Cada envío tendrá sobre su cubierta o envoltura espacio suficiente para instrucciones del Servicio y para adherir etiquetas, así como mencio[illegible] su contenido.

4. Cada envío que requiera envoltura especial será acondicionado de acuerdo con las disposiciones de embalaje contenidas en el Reglamento de Ejecución del Convenio de la Unión Postal Universal.

Artículo 104. Acondicionamiento General de los Despachos de Correspondencia.

1. Los despachos del Servicio de Correspondencia Agrupada (SERCA) serán acondicionados en despachos cerrados, e irán acompañados de la hoja de entrega del servicio aéreo y de los formularios exigidos por este Reglamento.

2. Los envíos de cada despacho serán incluidos en sacas de color azul y naranja del Servicio de Correspondencia Agrupada (SERCA).

3. Cada saca llevará una etiqueta Chevron color azul y naranja que ha sido adoptado como el símbolo de identificación del Servicio de Correspondencia Agrupada. La etiqueta de cada saca indicará claramente la oficina de intercambio de destino.

Artículo 105. Manifiestos.

1. Un manifiesto del Servicio de Correspondencia Agrupada (SERCA), en un formulario aceptable para cada administración, acompañará a cada despacho.

2. Cada envío remitido a través del servicio - programado figurará por separado en el manifiesto. En- el caso de que no se remitan envíos al amparo de un -- contrato de servicio programado, se incluirán en el manifiesto el número de contrato así como el hecho de que no se remite ningún envío.

3. El manifiesto indicará claramente que el despacho contiene envíos del Servicio de Correspondencia - Agrupada (SERCA).

Artículo 106. Hojas de entrega del Servicio Aéreo.

1. Cada despacho irá acompañado de una factura- de entrega AV-7 del servicio aéreo, conforme al formulario de la Unión Postal Universal.

2. La hoja de entrega del correo aéreo será marcada de forma que indique claramente que el despacho contiene Correo del Servicio de Correspondencia Agrupada -- (SERCA).

Artículo 107. Oficinas de intercambio.

1. El intercambio de los despachos del Correo - del Servicio de Correspondencia Agrupada será efectuado- por las oficinas de intercambio designadas de cada Administración.

2. Cada administración designará sus Oficinas - de Intercambio para el Servicio de Correspondencia Agrupada (SERCA), las cuales serán utilizadas en el servicio, e informará a la otra administración de la situación de- cada oficina de intercambio.

3. Cada Administración transmitirá a la otra - aviso previo de la redesignación o de la adición de alguna otra oficina de intercambio.

Artículo 108. Verificación del Correo del Servicio de Correspondencia Agrupada (SERCA).

1. Al recibir un despacho del Servicio de Correspondencia Agrupada (SERCA), la administración de , tino- comprobará el despacho para confirmar su conformidad con la factura de entrega del correo aéreo AV-7.

2. El contenido de cada despacho será comprobado lo antes posible en una oficina designada por la Administración de destino para confirmar su conformidad con el - manifiesto.

Artículo 109. Notificación de irregularidades.

1. En el caso de que falten sacas o envíos o que estén dañados, deberá comunicarse a la administración de- origen por Telex y confirmarse por separado documentalmente.

2. Todas las demás medidas emprendidas en relación con cualquier irregularidad se regirán por las disposiciones de la administración de destino.

Artículo 110. Reencaminamiento de remesas llegadas fuera- de curso.

La administración reexpedidora notificará a la -

administración de origen, por telex, telégrafo o teléfono, de los detalles concernientes a la llegada y reexpedición de cada envío o saca que llegue fuera de curso.

Artículo III. Devolución de los envíos a su origen.

Cada administración que devuelva un envío por cualquier razón, dará la razón de no haber efectuado la entrega escribiéndola a mano o por medio de una impresión estampada o una etiqueta colocada en el envío y el manifiesto que lo acompaña.

Artículo 112. Contabilidad, liquidación de cuentas.

1. Los procedimientos para la contabilidad y liquidación de las cuentas por el reencaminamiento aéreo -- interno, se regirán por la disposiciones que para la contabilidad del correo aéreo, determinan el Convenio de la Unión Postal Universal y su Reglamento de Ejecución.

2. Los procedimientos para la contabilidad y liquidación de cuentas por asignación de los costos de superficie para las diferencias en el tráfico serán los que se detallan a continuación.

(a) La liquidación se efectuará el 31 de diciembre de cada año.

(b) Cada administración preparará trimestralmente un estado de los envíos recibidos utilizando un formulario aceptable para ambas administraciones, que indicará el número de envíos recibidos en cada despacho tomando como base los pormenores de los manifiestos del Servicio de Correspon

dencia Agrupada (SERCA). Estos formularios - serán enviados a la administración de origen- dentro de los dos meses a partir de la finali zación del trimestre.

(c) Tras verificar el estado de envíos recibi- dos, la administración de origen informará de- su aceptación a la administración de destino,- por correo. Si en la verificación se descubren discrepancias se devolverá un estado corregido- a la administración de destino debidamente en - mendado y aceptado. Si la administración de -- destino objeta las enmiendas, confirmará los da tos por ella corregidos enviando fotocopias de- los correspondientes manifiestos del Servicio - de Correspondencia Agrupada (SERCA) y avisos de irregularidades a la administración de origen.- Si la administración de destino no ha recibido- aviso de enmienda dentro de dos meses a partir- de la fecha en que remitiera el estado trimes - tral de los envíos recibidos, la cuenta se con- siderará totalmente aceptada.

(d) Una vez que cada administración haya acepta do el estado de envíos recibidos preparado por- la otra administración, la administración acree dora preparará anualmente una cuenta detallada- y una factura de tasas utilizando un formulario mutuamente aceptable que indique el número - - total de envíos recibidos y despachados, la di-

ferencia, la tasa de compensación por envío y - la cifra total adeudada.

(e) Las cuentas serán cerradas dentro de los -- seis meses siguientes al último día del período de liquidación.

Artículo 113. Definiciones.

Las definiciones propuestas por el artículo 2 - del Acuerdo serán aplicables a este Reglamento.

Artículo 114. Período de Conservación de los Documentos.

1. Los documentos del servicio deberán conser - varse por un período mínimo de 13 meses a partir de la - fecha a la que se hacen referencia.

2. Un documento relativo a una disputa o demanda de información deberá mantenerse hasta que se haya resuelto la cuestión. Si la administración que pide la infor - mación, debidamente informada del resultado de una demanda de información, deja transcurrir seis meses a partir - de la fecha de la comunicación sin formular objeciones, - el asunto se considerará resuelto.

Artículo 115. Modificaciones o enmiendas.

Este Reglamento sólo podrá ser modificado o en - mendado, siempre que no contradiga al Acuerdo, por el mutuo consentimiento de las administraciones, mediante documento suscrito por los agentes oficiales de cada administración debidamente autorizados para ello.

Este Reglamento sólo podrá ser modificado o en-

mendado, siempre que no contradiga al Acuerdo, por el - mutuo consentimiento de las administraciones, mediante- documento suscrito por los agentes oficiales de cada -- administración debidamente autorizados para ello.

Artículo 116. Entrada en vigor y duración de este Reglamento.

1. El presente Reglamento entrará en vigor en- la misma fecha que el Acuerdo para el Intercambio de Correspondencia Agrupada (SERCA) al cual se refiere.

2. Este Reglamento, y cualquier enmienda al -- mismo conforme al artículo 115, tendrán la misma dura - ción que el Acuerdo para el Intercambio de Correspondencia Agrupada (SERCA) al que se refieren.

Hecho en duplicado en los idiomas español e inglés, ambas versiones del mismo tenor, y suscrito en Ciudad de México el día 13 de febrero 1981.

Por la Administración Postal de México.

Por el Servicio Postal de los Estados Unidos de América.

Administrador General de Correos.
(Postmaster General).

DECLARATION OF INTENTION
CONCERNING THE OPENING OF THE EXPRESS MAIL SERVICE
BETWEEN
THE UNITED STATES POSTAL SERVICE
AND
THE MEXICAN POSTAL SERVICE

1. The Mexican Postal Service and the United States Postal Service agree for the present to initiate EMS/CAI on a reciprocal basis.

2. The defined conditions of the operation of the service are fixed in an agreement and detailed regulations signed February 13, 1981, modified in several sections by this document prepared today, to initiate the Service no later than September 1, 1987.

3. With the object that the agreement signed by both Administrations present the best advantages for a service more efficient, contain additions and modifications in the following parts.

Additions

Article 2 - Definitions

6. a) Casual Programmed Service
An International Express Mail service option which allows a sender to mail items to addresses previously designated.

c) On Demand Service
An International Express Mail service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee.

Article 3. a) Casual Programmed Service
Each Administration will offer a casual program service which permits a customer to send items to addresses previously designated.

b) On Demand Service
Each Administration will be able to offer on demand service that will be available to the customers upon request without a contract.

Modifications

Article 17.4 "No imbalance charge shall be collected if the difference in the number of items exchanged is less than one thousand."

This article is hereby modified in that both parties agree that the quantity of imbalance will be more than one hundred.

Article 26 This article is hereby modified and both parties agree to the following:

Inclusion of Dutiable Items

Included in the items sent will be small packets and postal parcels containing merchandise subject to payment of customs duty, when both administrations notify each other that all customs clearance procedures have been simplified in order to facilitate the treatment of these items.

CHARGES FOR IMBALANCE IN THE EXCHANGE OF THE SERVICE

BOTH ADMINISTRATIONS AGREE THAT THE ADMINISTRATION OF THE UNITED STATES POSTAL SERVICE WILL PAY THE MEXICAN POSTAL SERVICE, FOR THE PERIOD OF ONE YEAR BEGINNING WITH THE DATE OF THE OPENING OF THE SERVICE, A CHARGE OF $5.18 EXPRESSED IN SDRs, PER PIECE IN IMBALANCE.

UPON INTRODUCTION OF ITS NEW SERVICE WITH A SPECIAL TARIFF FOR ITEMS THAT ARE ONE HALF POUND OR LESS, THE UNITED STATES POSTAL SERVICE WILL PAY THE MEXICAN POSTAL SERVICE A CHARGE OF $4.15 EXPRESSED IN SDRs PER PIECE THAT DO NOT EXCEED THIS WEIGHT.

SIGNED IN THE CITY OF MEXICO, D.F. THE 28TH DAY OF JULY OF 1987.

FOR THE MEXICAN POSTAL SERVICE

FILIBERTO CEPEDA T.

FOR THE UNITED STATES POSTAL SERVICE

THOMAS E. LEAVEY

DECLARACION DE INTENCION SOBRE LA APERTURA DEL SERVICIO CAI/EMS, ENTRE EL SERVICIO POSTAL MEXICANO Y LA ADMINISTRACION POSTAL DE LOS ESTADOS UNIDOS.

1.- El Servicio Postal Mexicano y la Administración Postal de los Estados Unidos, convienen por la presente en iniciar el servicio CAI/EMS en forma recíproca.

2.- Las condiciones del servicio se fijaron en un acuerdo y reglamento redacta-- dos conjuntamente por ambas Administraciones el 13 de febrero de 1981 mismo- que en la presente se adiciona y modifica en algunas de sus partes para su - ejecución a más tardar el 1° de septiembre del año en curso.

3.- Con la finalidad de que el Acuerdo firmado por ambas Administarciones pre -- sente las mejores ventajas para un servicio más eficiente, se adiciona y - - modifica en algunas de sus partes.

A D I C I O N E S

Artículo 2,- Definiciones

Inciso 6. a) - Servicio Programado Casual

Otra de las opciones del Servicio Programado, es el Servicio - - Programado Casual, consistiendo aquellos envíos con dirección -- previamente designada.

b).- Servicio a Pedido

Los servicios a pedido serán los expedidos a la conveniencia del remitente sin que exista programación previa.

TIAS 11005

Articulo 3.- a).- SERVICIO PROGRAMADO CASUAL

Cada Administración puede ofrecer un servicio programado casual que permita a los usuarios remitir sus envíos a direcciones previamente designadas.

b).- SERVICIO A PEDIDO

Cada Administración podrá ofrecer un servicio a pedido que será puesto a disposición de los usuarios en base de un sistema no -- programado.

M O D I F I C A C I O N E S

Artículo 17.4 No se cobrará ninguna tasa por diferencia si la diferencia en el número es interior a mil.

Este Artículo se modifica ya que ambas partes acuerdan que la -- cantidad en desequilibrio sea superior a 100 envíos.

Artículo 26.- Este Artículo se modifica en vista de que, ambas partes acuerden lo siguiente:

Incluir en los envíos, los pequeños paquetes y encomiendas postales conteniendo, mercancías sujetas a pago por derechos de Aduana, hasta que ambas partes se comuniquen que los trámites adua - nales han sido simplificados, agilizando el trámite de los en -- víos.

TASAS POR DESEQUILIBRIO EN EL INTERCAMBIO
DEL SERVICIO.

Ambas Administraciones acuerdan que la Administración Postal de los Estados Unidos pagará al Servicio Postal Mexicano, en un período de un año iniciando con la fecha de apertura del servicio, una tasa de 5.18 expresivo en D.E.G., por pieza en desequilibrio.

Al introducir en su servicio una tarífa especial para los envíos que no excedan de media libra, la Administración POstal de los Estados Unidos, pagará - al Servicio Postal Mexicano una tasa de 4.15 expresivo en D.E.G., por pieza- que no exceda de su peso.

Firmado en la Ciudad de México, D.F. a los 28 días del mes de julio de 1987

POR EL SERVICIO POSTAL MEXICANO

FILIBERTO CEPEDA T.

POR LA ADMINISTRACION POSTAL DE LOS ESTADOS UNIDOS

THOMAS E. LEAVEY

BARBADOS

Postal: Express Mail Service

Agreement, with detailed regulations, signed at Hamburg
June 27, 1984;
Entered into force October 1, 1984.

INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE POSTAL ADMINISTRATION OF BARBADOS AND THE UNITED STATES POSTAL SERVICE

Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

Article 1 Purpose of the Agreement

This Agreement shall govern the exchange of International Express Mail between Barbados and the United States of America, including any areas for which the postal administrations of these countries exercise International Express Mail responsibilities.

Article 2 Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations signatory to this Agreement;

2. Articles and sections - articles and sections of this Agreement, except when the context indicates an article which is or can be inserted into an item;

3. Convention - the Universal Postal Convention[1] adopted by the Congress of the Universal Postal Union from time to time;

[1] Done at Rio de Janeiro Oct. 26, 1979. TIAS 9972; 32 UST 4587.

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time;

5. International Express Mail service - the service established by this Agreement;

6. Scheduled service - an International Express Mail service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;

7. On-demand service - an International Express Mail service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee.

Article 3 Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

(i) The identification number of the customer contract, which number shall be indicated on each item sent;

(ii) the names and addresses of the sender and designated addressee;

(iii) the days of the week designated by the customer as scheduled dispatch days;

(iv) the time of day delivery is requested; and

(v) the airline and flight number to be used.

4. The administration of origin shall notify the administration of destination of any changes in the information referred to in Section 3 of this Article.

Article 4 On-Demand Service

1. Each administration may offer on-demand service which shall be available to customers on a non-scheduled basis.

2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 5 Charges to be Collected From the Sender

Each administration shall fix the charges to be collected from its senders for sending items in the service.

Article 6 Charges and Fees to be Collected From the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 7 Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in Article 8, each item to be admitted into the International Express Mail service shall:

(a) be packed in a manner adapted to the nature of the contents and the conditions of transport;

(b) bear the names and addresses of the addressee and of the sender; and

(c) satisfy the conditions of weight and size fixed by Article 9.

Article 8 Prohibitions

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

Article 9 Limits of Size and Weight

An item of International Express Mail:

(a) shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and,

(b) shall not exceed 20 kilograms in weight.

Article 10 Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under Article 9, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 11 General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.

2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

Article 12 Undeliverable Items

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service.

4. Neither administration shall charge the other for the return of undeliverable items.

Article 13 Items Arriving Out of Course and to be Redirected

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.

2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 14 Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.

2. Inquiries shall be accepted only within a period of four months from the date after that on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery.

Article 15 Allocation of Surface Costs for Traffic Imbalances

1. At the end of each calendar year, the administration which has received a larger quantity of International Express Mail items than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modifications of the imbalance charge may be made as follows:

(a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

(b) To be applicable, any such modification of the imbalance charge must:

(i) be communicated to the other administration at least three months in advance;

(ii) remain in force for at least one year.

Article 16 Internal Air Conveyance Dues

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

Article 17 Onward Air Conveyance

1. Each administration shall provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

2. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

Article 18 No Additional Rates, Charges, or Fees

The administrations may collect only the rates, charges, and fees established under this Agreement.

Article 19 Liability of Administrations

Each administration shall establish its own policy concerning liability in cases of loss, damage, theft or delay in delivery of International Express Mail items. The administration of origin shall be responsible for making indemnity payments, if any, to its senders, without recourse to the other administration.

Article 20 Application of the Convention

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

Article 21 Detailed Regulations

Details of implementation of this Agreement shall be governed by its Detailed Regulations.

Article 22 Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail service.

Article 23 Alterations or Amendments; Additional Rules and Regulations

1. This Agreement or its Detailed Regulations may be altered or amended by mutual consent by means of correspondence between officials of each administration who have been authorized to make such alterations or amendments.

2. Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Article 24 Entry into Force and Duration

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.[1]

2. This Agreement shall expire twelve months after either administration notifies the other in writing of termination.

[1] Oct. 1, 1984.

Done in duplicate and signed at Hamburg, on the
27th day of June, 1984.

FOR THE POSTAL ADMINISTRATION OF BARBADOS:

[1]
Postmaster General

FOR THE UNITED STATES POSTAL SERVICE:

[2]
Deputy Postmaster General

[1] Lloyd B. Weekes.
[2] Jim Finch.

DETAILED REGULATIONS OF THE INTERNATIONAL

EXPRESS MAIL AGREEMENT

BETWEEN

THE POSTAL ADMINISTRATION OF BARBADOS

AND

THE UNITED STATES POSTAL SERVICE

The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International Express Mail Agreement between the Postal Administration of Barbados and the United States Postal Service.

Article 101 Information to be Supplied By the Administrations

1. Each administration shall notify the other administration of:

(a) the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail items in the territory of its country and other areas for which it has International Express Mail responsibility;

(b) the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;

(c) the rates and dues established under the Agreement; and,

(d) the forms, labels and other documentation which it requires in the service.

2. Any change of the information mentioned in Section 1 shall be communicated in writing immediately to the other administration.

Article 102 Addresses of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103 Items Containing Merchandise

1. Each item containing merchandise shall be accompanied by a customs declaration on Universal Postal Union Form C2/CP3 or a similar form. The customs declaration shall be securely attached to each such item.

2. The contents of each such item shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The aggregate value of all items a sender may mail to the same person in the United States in one day shall not exceed $250.

Article 104 Packing Requirements

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.

2. Each item shall be packed and closed so as not to present any danger to officials called upon to handle it, or to soil or damage other mail or postal equipment.

3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.

4. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

Article 105 General Makeup of Mails

1. International Express Mail dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill and manifest forms required by these regulations.

2. The items in each dispatch shall be enclosed in blue and orange International Express Mail bags.

3. Items containing merchandise or other dutiable articles shall be placed in separate bags from non-dutiable items, and shall be dispatched separately accompanied by a separate manifest.

4. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label shall clearly indicate:

(a) the exchange office of destination; and

(b) whether the bag contains merchandise or other dutiable items.

Article 106 Manifests

1. An International Express Mail manifest, on a form acceptable to each administration, shall accompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. The total number of on-demand items in a dispatch shall be entered collectively as a single manifest entry.

4. The manifest shall clearly indicate that the dispatch contains International Express Mail items.

Article 107 Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union Form AV 7, shall accompany each dispatch.

2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.

3. The total number of items in each dispatch shall be entered in the observations column of the air mail delivery bill.

Article 108 Exchange Offices

1. The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration advance notice of redesignation of, or addition to its exchange offices.

Article 109 Verification of Dispatches and their Contents

1. Upon receipt of an International Express Mail dispatch, the administration of destination shall verify that the dispatch is consistent with the entries on the air mail delivery bill.

2. The contents of each dispatch shall be verified as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest and with the air mail delivery bill.

Article 110 Notification of Irregularities

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin by telex and confirmed by verification note on a Universal Postal Union Form C-14.

2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

Article 111 Redirection of Items Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

Article 112 Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or label on the item and on the manifest which accompanies it, the reason for non-delivery.

Article 113 Accounting, Settlement of Accounts

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

(a) The settlement shall take place at the end of each calendar year.

(b) Each administration shall prepare quarterly a statement of items received in a mutually acceptable form which indicates the number of items received in each dispatch based upon the air mail delivery bills. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

(c) After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant air mail delivery bills and C-14 verification notes to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges in a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

Article 114 Definitions

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 115 Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of three years from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 116 Entry into Force and Duration

1. These Detailed Regulations shall enter into force on the same date as the International Express Mail Agreement to which they refer.

2. These Detailed Regulations shall have the same duration as the International Express Mail Agreement to which they refer.

NORWAY

Postal: Express Mail Service

Agreement, with detailed regulations, signed at Oslo and Washington July 5 and August 10, 1984;
Entered into force October 15, 1984.

INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE POSTAL ADMINISTRATION OF NORWAY AND THE UNITED STATES POSTAL SERVICE

Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

Article 1 Purpose of the Agreement

This Agreement shall govern the exchange of International Express Mail between Norway and the United States of America, including any areas for which the postal administrations of these countries exercise International Express Mail responsibilities.

Article 2 Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations signatory to this Agreement;

2. Articles and sections - articles and sections of this Agreement, except when the context indicates an article which is or can be inserted into an item;

3. Convention - the Universal Postal Convention[1] adopted by the Congress of the Universal Postal Union from time to time;

neiro, Oct. 26, 1979. TIAS 9972; 32 UST 4587.

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time;

5. International Express Mail service - the service established by this Agreement;

6. Scheduled service - an International Express Mail service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;

7. On-demand service - an International Express Mail service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee.

Article 3 Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

(i) The identification number of the customer contract, which number shall be indicated on each item sent;

(ii) the names and addresses of the sender and designated addressee;

(iii) the days of the week designated by the customer as scheduled dispatch days;

(iv) the time of day delivery is requested; and

(v) the airline and flight number to be used.

4. The administration of origin shall notify the administration of destination of any changes in the information referred to in Section 3 of this Article.

Article 4 On-Demand Service

1. Each administration may offer on-demand service which shall be available to customers on a non-scheduled basis.

2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 5 Charges to be Collected From the Sender

Each administration shall fix the charges to be collected from its senders for sending items in the service.

Article 6 Charges and Fees to be Collected From the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 7 Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in Article 8, each item to be admitted into the International Express Mail service shall:

(a) be packed in a manner adapted to the nature of the contents and the conditions of transport;

(b) bear the names and addresses of the addressee and of the sender; and

(c) satisfy the conditions of weight and size fixed by Article 9.

Article 8 Prohibitions

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

Article 9 Limits of Size and Weight

An item of International Express Mail:

(a) shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and,

(b) shall not exceed 20 kilograms in weight.

Article 10 Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under Article 9, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 11 General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.

2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

Article 12 Undeliverable Items

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service.

4. Neither administration shall charge the other for the return of undeliverable items.

Article 13 Items Arriving Out of Course and to be Redirected

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.

2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 14 Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.

2. Inquiries shall be accepted only within a period of four months from the date after that on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery.

Article 15 Allocation of Surface Costs for Traffic Imbalances

1. At the end of each calendar year, the administration which has received a larger quantity of International Express Mail items than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modifications of the imbalance charge may be made as follows:

(a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

(b) To be applicable, any such modification of the imbalance charge must:

(i) be communicated to the other administration at least three months in advance;

(ii) remain in force for at least one year.

4. No imbalance charge shall be collected if the difference in the number of items exchanged is less than one hundred.

Article 16 Internal Air Conveyance Dues

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

Article 17 Onward Air Conveyance

1. Each administration shall provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

2. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

Article 18 No Additional Rates, Charges, or Fees

The administrations may collect only the rates, charges, and fees established under this Agreement.

Article 19 Liability of Administrations

Each administration shall establish its own policy concerning liability in cases of loss, damage, theft or delay in delivery of International Express Mail items. The administration of origin shall be responsible for making indemnity payments, if any, to its senders, without recourse to the other administration.

Article 20 Application of the Convention

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

Article 21 Detailed Regulations

Details of implementation of this Agreement shall be governed by its Detailed Regulations.

Article 22 Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail service.

Article 23 Alterations or Amendments; Additional Rules and Regulations

1. This Agreement or its Detailed Regulations may be altered or amended by mutual consent by means of correspondence between officials of each administration who have been authorized to make such alterations or amendments.

2. Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Article 24 Entry into Force and Duration

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.[1]

2. This Agreement shall expire twelve months after either administration notifies the other in writing of termination.

[1] Oct. 15, 1984.

Done in duplicate and signed at Oslo on the

5th day of July , 1984 and at

Washington, D.C. on the 10th day of August , 1984.

FOR THE POSTAL ADMINISTRATION OF NORWAY:—

T. Tingvoll

Direction Générale des Postes de Norvège

FOR THE UNITED STATES POSTAL SERVICE:

[1]

Assistant Postmaster General
International Postal Affairs

[1] W.E. Duka.

DETAILED REGULATIONS OF THE INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE POSTAL ADMINISTRATION OF NORWAY AND THE UNITED STATES POSTAL SERVICE

The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International Express Mail Agreement between the Postal Administration of Norway and the United States Postal Service.

Article 101 Information to be Supplied By the Administrations

1. Each administration shall notify the other administration of:

(a) the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail items in the territory of its country and other areas for which it has International Express Mail responsibility;

(b) the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;

(c) the rates and dues established under the Agreement; and,

(d) the forms, labels and other documentation which it requires in the service.

2. Any change of the information mentioned in Section 1 shall be communicated in writing immediately to the other administration.

Article 102 Addresses of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103 Items Containing Merchandise

1. Each item containing merchandise shall be accompanied by a customs declaration on Universal Postal Union Form C2/CP3 or a similar form. The customs declaration shall be securely attached to each such item.

2. The contents of each such item shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The aggregate value of all items a sender may mail to the same person in the United States in one day shall not exceed $250.

Article 104 Packing Requirements

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.

2. Each item shall be packed and closed so as not to present any danger to officials called upon to handle it, or to soil or damage other mail or postal equipment.

3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.

4. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

Article 105 General Makeup of Mails

1. International Express Mail dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill and manifest forms required by these regulations.

2. The items in each dispatch shall be enclosed in blue and orange International Express Mail bags.

3. Items containing merchandise or other dutiable articles shall be placed in separate bags from non-dutiable items, and shall be dispatched separately accompanied by a separate manifest.

4. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label shall clearly indicate:

(a) the exchange office of destination; and

(b) whether the bag contains merchandise or other dutiable items.

Article 106 Manifests

1. An International Express Mail manifest, on a form acceptable to each administration, shall accompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. The total number of on-demand items in a dispatch shall be entered collectively as a single manifest entry.

4. The manifest shall clearly indicate that the dispatch contains International Express Mail items.

Article 107 Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union Form AV 7, shall accompany each dispatch.

2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.

3. The total number of items in each dispatch shall be entered in the observations column of the air mail delivery bill.

Article 108 Exchange Offices

1. The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration advance notice of redesignation of, or addition to its exchange offices.

Article 109 Verification of Dispatches and their Contents

1. Upon receipt of an International Express Mail dispatch, the administration of destination shall verify that the dispatch is consistent with the entries on the air mail delivery bill.

2. The contents of each dispatch shall be verified as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest and with the air mail delivery bill.

Article 110 Notification of Irregularities

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin by telex and confirmed by verification note on a Universal Postal Union Form C-14.

2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

Article 111 Redirection of Items Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

Article 112 Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or label on the item and on the manifest which accompanies it, the reason for non-delivery.

Article 113 Accounting, Settlement of Accounts

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

(a) The settlement shall take place at the end of each calendar year.

(b) Each administration shall prepare quarterly a statement of items received in a mutually acceptable form which indicates the number of items received in each dispatch based upon the air mail delivery bills. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

(c) After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant air mail delivery bills and C-14 verification notes to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges in a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

Article 114 Definitions

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 115 Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of three years from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 116 Entry into Force and Duration

1. These Detailed Regulations shall enter into force on the same date as the International Express Mail Agreement to which they refer.

2. These Detailed Regulations shall have the same duration as the International Express Mail Agreement to which they refer.

VENEZUELA

Postal: Express Mail Service

Agreement, with details of implementation, signed at Washington and Caracas August 10 and 15, 1984;
Entered into force December 1, 1984.

INTERNATIONAL EXPRESS MAIL/

CORREO ACELERADO INTERNACIONAL

AGREEMENT

BETWEEN

THE POSTAL ADMINISTRATION OF VENEZUELA

AND

THE UNITED STATES POSTAL SERVICE

Preamble

In accordance with the provisions of Article 6 of the Universal Postal Convention,[1] the postal administrations of Venezuela and of the United States agree to establish International Express Mail Service (IEMS)/Correo Acelerado Internacional (CAI) on a reciprocal basis.

Article 1 Purpose of the Agreement

This Agreement shall govern the reciprocal exchange of International Express Mail/Correo Acelerado Internacional items between Venezuela and the United States of America.

Article 2 Definitions

As used herein the following terms shall have the indicated meanings:

a) IEMS/CAI Service: the service governed by this Agreement;

b) Correo Acelerado Internacional: name by which the service is known in Venezuela;

c) International Express Mail: name by which the IEMS/CAI service is known in the United States of America;

d) Convention: the Universal Postal Convention approved by the Universal Postal Congress and adopted by the parties to this Agreement, and including its Detailed Regulations;

[1] Done at Rio de Janeiro Oct. 26, 1979. TIAS 9972; 32 UST 4587.

e) Scheduled Service: an IEMS/CAI service option which allows a sender, by means of a contractual arrangement, to mail items on a pre-established schedule to designated addressees;

f) On Demand Service: an IEMS/CAI service option which allows a sender to mail IEMS/CAI items on a contractual or non-contractual basis, to an addressee without a pre-established schedule to those cities designated as participants in this service.

Article 3 Scheduled Service

1. Each administration shall offer scheduled or regular service on a contractual basis to customers who agree to use the service according to a pre-established schedule to send items to a previously designated addressee.

2. Each administration shall provide the other administration with a list of locations to which IEMS/CAI service is available and the schedule of approximate delivery times for each location, based upon the arrival schedule of the flights.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least fifteen (15) days prior to commencing service pursuant to such contract:

a) The number of the customer contract, which shall be indicated on each item sent;

b) the names and addresses of the sender and addressee;

c) the days of the week on which items shall be sent; and if applicable the number of items to be sent in each mailing;

d) the routing conditions of the dispatch that contains the items;

e) the day and time delivery is requested;

f) the scheduled date of the first mailing; and

g) the exchange office which shall handle the items.

4. The administration of destination shall be informed by means of a similar notification, of any changes in the above information or of a suspension of a contract.

Article 4 On-Demand Service

1. Each administration shall offer on-demand service which allows customers to send IEMS/CAI items on a non-scheduled basis. Each administration shall designate the locations to which on-demand service is available and shall provide a list of these locations to the other administration.

2. Each administration shall provide the other with the approximate delivery times to each location to which on-demand service is available, based upon the time schedules of flights used to carry on-demand items.

3. Each administration shall inform the other of all identification marks or numbers which it uses for on-demand items.

4. The administration of origin shall not be required to advise the administration of destination of the sending of an on-demand item.

Article 5 Charges to be Collected From the Sender

Each administration shall fix the charges to be collected from its senders for sending items in the service.

Article 6 Indication of Postage

The payment of postage shall be indicated according to the method adopted by the administration of origin.

Article 7 Charges and Fees to be Collected From the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on items it delivers and a charge for the collection of customs fees.

Article 8 Prohibitions

1. The prohibitions provided for in the Convention as well as the importation or transit restrictions indicated by each administration in the List of Prohibited Articles published by the International Bureau of the Universal Postal Union shall be applicable to IEMS/CAI items.

2. In addition, the following items shall be prohibited in the service: money, bearer securities, processed platinum, gold and silver, precious stones, jewels and other objects of value.

Article 9 Admissible Items and Customs Clearance

1. Each administration shall provide the other with the necessary information concerning customs clearance or other regulations, as well as the particular prohibitions or restrictions governing entry of postal items in its service.

2. Each administration shall take the necessary measures to effect customs clearance and delivery of items in the shortest time possible.

Article 10 Limits of Weight and Size

An IEMS/CAI item :

1. shall not exceed 20 kilograms in weight;

2. shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and

3. shall not measure less than 90 x 140 millimeters with a tolerance of 2 millimeters.

Article 11 Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 8 has been wrongly admitted, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under Article 10, it shall be returned to the administration of origin, as an IEMS/CAI item, if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restrictions or prohibitions which required such treatment.

Article 12 Undeliverable Items; Return to Origin.

1. If after every reasonable effort, the administration of destination is unable to effect delivery of an IEMS/CAI item, the item shall be held at the disposal of the addressee for the period of retention provided by its internal regulations. In this circumstance, the administration of origin shall be informed in order to notify the sender.

2. An item refused by the addressee or an undeliverable item shall be returned without additional charges to the administration of origin through the IEMS/CAI service.

Article 13 Redirection of Items or Bags Arriving Out of Course

Every item or bag arriving out of course shall be redirected, without additional charges, to its proper destination by the most direct route used by the administration which has received the item or bag.

Article 14 Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to IEMS/CAI items.

2. Inquiries shall be accepted only within a period of four months from the date after that on which the item was posted.

3. In principle, requests for confirmation of delivery shall not be admitted.

Article 15 Compensation for Traffic Imbalances

1. The administration which has received a larger quantity of IEMS/CAI items than it has sent, shall have the right to collect from the other administration, as compensation for handling and delivery costs, an imbalance charge for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of its services, and shall communicate it to the other before the entry into force of this Agreement.

3. The administrations may modify the imbalance charge when it is considered necessary due to an increase in the costs of its services.

4. To be applicable, any such modification of the imbalance charge must:

a) be communicated to the other administration at least three (3) months in advance of its application; and,

b) remain in force for at least one year.

Article 16 Internal Air Conveyance Dues

Each administration which provides air conveyance of IEMS/CAI items within its country shall be entitled to reimbursement of the costs of such transportation on the basis of the provisions established in the Convention.

Article 17 Items and Dispatches in Transit

1. The administrations may agree to provide onward air conveyance service for IEMS/CAI items and dispatches to or from any administration with which it offers this service.

2. For each item or dispatch forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates established in the Convention.

Article 18 No Additional Rates, Charges, or Fees

The administrations may collect only the charges and fees established in this Agreement.

Article 19 Liability of Administrations

1. Each administration shall establish its own policy concerning liability in cases of loss, damage, theft or delay in delivery of IEMS/CAI items.

2. The administration of origin shall be responsible for making indemnity payments only to its senders.

3. Neither administration has the right to claim any indemnity from the other administration.

Article 20 Temporary Suspension and Resumption of Service

1. If exceptional circumstances justify it, each administration may temporarily suspend the service.

2. The other administration should be immediately notified either by telegram, telex or telephone of the suspension of service and subsequently the date of its resumption.

Article 21 Application of the Convention

The UPU Convention and its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Details of Implementation.

Article 22 Amendments

This Agreement and its Details of Implementation may be amended by mutual consent by means of an exchange of correspondence to which the text of the amended articles shall be attached.

Article 23 Details of Implementation

Details of Implementation accompany this Agreement for the purpose of implementing its provisions.

Article 24 Entry into Force and Duration

1. This Agreement shall enter into force on the date mutually agreed upon by the two administrations.[1]

2. This Agreement may be terminated by mutual consent or shall terminate six months after notice of abrogation is given by either administration.

[1] Dec. 1, 1984.

This agreement is done in duplicate, and signed at Caracas
on the 15 day of Agosto , 1984
and at Washington, DC on the 10th day of August , 1984

FOR THE POSTAL ADMINISTRATION OF VENEZUELA:

REPUBLICA DE VENEZUELA
DESPACHO DEL PRESIDENTE
INSTITUTO POSTAL TELEGRAFICO

[1]

FOR THE UNITED STATES POSTAL SERVICE:

[2]

Assistant Postmaster General
International Postal Affairs

1 Carlos Falkenhagen.
2 W.E. Duka.

DETAILS OF IMPLEMENTATION

OF THE INTERNATIONAL EXPRESS MAIL/

CORREO ACELERADO INTERNACIONAL

AGREEMENT

BETWEEN

THE POSTAL ADMINISTRATION OF VENEZUELA

AND

THE UNITED STATES POSTAL SERVICE

The following Details of Implementation have been established under Article 23 of the International Express Mail (IEMS)/Correo Acelerado International (CAI) Agreement between the Postal Administration of Venezuela and the United States Postal Service.

Article 101 Information to be Supplied By the Administrations

1. Each administration shall notify the other administration of:

(a) the articles admissible for conveyance;

(b) the applicable rates and fees;

(c) the method of postage payment used;

(d) the per item traffic imbalance charge established under Article 16 of the Agreement;

(e) the applicability of internal air conveyance dues;

(f) the exchange office or offices used for the exchange of IEMS/CAI items;

(g) the conditions of acceptance, routing and delivery of the items; and

(h) the information indicated in Articles 3, 4 and 8 of the Agreement.

2. Any change in the information indicated in paragraph 1 shall be communicated immediately to the other administration.

3. Each administration shall transmit to the other administration at least one copy of all forms, labels and documents relative to the execution of the IEMS/CAI service.

Article 102 Packing Requirements

Provided that the contents do not come within the prohibitions established in Articles 8 and 10 of the Agreement, each item shall meet the following requirements.

1. Each administration shall satisfy the conditions of size and weight established by Article 10 of the Agreement.
2. Each item shall be packed in a manner befitting the nature, shape and weight of its contents as well as the mode and duration of conveyance.
3. Each item shall be packed and closed so as not to present any danger of injury to employees called upon to handle it, or to damage other items or postal equipment.
4. The packing shall also allow:
   a) easy and convenient verification of the contents by the Customs Service;
   b) sufficient space for the recording or affixing of instructions or necessary labels.
5. Reusable packing is admissible.

6. Each item shall bear special labels indicating:

- the name of the service, (emblem, logo, symbol or designation
- the name of the office of mailing
- the date of mailing
- the contract number (if applicable)
- the names and addresses of the sender and of the addressee, written in roman characters and arabic numbers
- the contents of the item, as applicable, (a C 1 customs label or customs declaration C2/CP3);

Article 103 Items Containing Articles Subject to Customs Inspection

1. Each item containing articles subject to customs inspection, shall be accompanied by a C 1 customs label or by a C2/CP3 customs declaration and by any documents that may be required by the customs authorities of the country of destination.

2. The contents of each item, as applicable, shall be shown in detail on the customs declaration.

3. The aggregate value of all items a sender may mail to the same person in the United States in one day shall not exceed $250.

Article 104 General Makeup of Mails

1. IEMS/CAI items shall be sent enclosed in special blue and orange bags for easy identification, and each bag shall be recorded on a form C 13 or on a similar form.

2. Each bag shall bear a blue and orange label on which the exchange office of destination shall be clearly indicated.

3. Items subject to customs duty shall be marked with a special label that clearly indicates that they contain merchandise.

4. Each dispatch shall be accompanied by a special document, on a form acceptable to each administration, or on a C 12 letter bill. The label of the bag containing this document shall be marked with a large letter "F".

5. These documents shall be numbered separately from other mail. Each item shall be listed separately on the document, except as indicated in paragraph 7 below.

6. In the scheduled service, if no items are sent in a given mailing under a contract, the number of the contract and the fact that no items were sent shall be entered on this form.

7. The total number of on-demand items in a dispatch shall be entered collectively as agreed with the administration of destination.

8. This form shall clearly indicate that the dispatch contains IEMS/CAI items.

Article 105 Air Mail Delivery Bills

1. Each dispatch shall be accompanied by an air mail delivery bill, (form AV 7 of the UPU), or a Special AV 7.

2. The air mail delivery bill (AV 7) shall be visibly marked so as to indicate clearly that the dispatch contains IEMS/CAI items.

3. The total number of items in each dispatch shall be entered in the observations column of the air mail delivery bill.

Article 106 Verification of Dispatches and their Contents

1. Upon receipt of an IEMS/CAI dispatch, the receiving office shall verify that the dispatch is consistent with the entries on the air mail delivery bill.

2. The office of destination shall promptly verify the contents of each sack on the basis of the accompanying form.

Article 107 Notification of Irregularities

1. Evidence of missing or misrouted scheduled dispatches as well as any evidence of substantial delay in the routing schedule, shall be reported to the sending or receiving administration as soon as possible.

2. The administration of origin shall be notified of any evidence of loss or damage of sacks or items by telex or telegram which shall be confirmed by means of a C 14 bulletin of verification or similar form.

Article 108 Redirection of Items or Bags Arriving Out of Course

The administration which redirects items or bags arriving out of course shall notify the administration of origin, by telex, telegram or telephone, of the details concerning the arrival and redirection of such items or bags.

Article 109 Return of Items to Origin

The administration which returns an item to its origin on the basis of Article 12 of the Agreement, shall indicate, either written by hand or by means of a stamped impression or label on the item and on the document which accompanies it, the reason for non delivery.

Article 110 Dispatches in Transit

1. Each administration shall carry out, as soon as possible, the transit of IEMS/CAI dispatches to or from any country with which it offers this service.

2. The administration of origin shall inform the transit administration in advance, of the conditions of arrival of the dispatches, the point where the transit shall take place and, if applicable, the routing established for its reforwarding.

Article 111 Accounting, Settlement of Accounts

1. Accounting and the settlement of accounts for air conveyance dues shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for traffic imbalances shall be as follows:

(a) The settlement shall take place annually. The annual period shall begin on the first day of the calendar year.

(b) Each administration shall prepare quarterly a statement of accounts of items received in a mutually acceptable form which indicates the number of items received in each dispatch based upon the air mail delivery bills. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

(c) After verifying the statement of accounts of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement of accounts shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant air mail delivery bills and C-14 verification notes to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of accounts of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of accounts of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges in a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

Article 112 Period of Retention of Documents

Documents of the IEMS/CAI service shall be kept for a period of three years.

Article 113 Amendments

These Details of Implementation may be amended or supplemented, by mutual consent, by means of an exchange of correspondence, to which the text of the amended articles shall be attached.

Article 114 Application of the Detailed Regulations of the UPU Convention

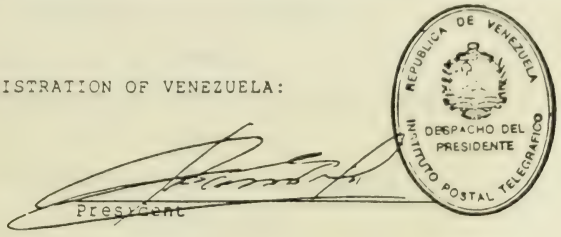
The Detailed Regulations of the UPU Convention are applicable, by analogy, in all cases not expressly governed by these Details of Implementation.

Article 115 Entry into Force and Duration

1. These Details of Implementation shall enter into force on the same date as the IEMS/CAI Agreement to which they refer.

2. These Details of Implementation and any amendment introduced according to Article 113, shall have the same duration as the IEMS/CAI Agreement to which they refer.

FOR THE POSTAL ADMINISTRATION OF VENEZUELA:



President

FOR THE UNITED STATES POSTAL SERVICE:

Assistant Postmaster General
International Postal Affairs

SAUDI ARABIA

Postal: Express Mail Service

Memorandum of understanding, with details of implementation, signed at Washington November 2, 1984;
Entered into force February 1, 1985.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE POSTAL ADMINISTRATION OF SAUDI ARABIA

AND

THE UNITED STATES POSTAL SERVICE

FOR THE EXCHANGE

OF INTERNATIONAL EXPRESS MAIL/

ALBARID ALMUMTAZ

Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Memorandum of Understanding.

Article 1 Purpose of the Memorandum

This Memorandum of Understanding shall govern the exchange of Albarid Almumtaz/International Express Mail between the Postal Administration of Saudi Arabia and the United States of America, including any areas for which the postal administrations of these countries exercise Albarid Almumtaz/ International Express Mail responsibilities.

Article 2 Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations of the countries signatory to this Memorandum;

2. Articles and sections - articles and sections of this Memorandum of Understanding, except when the context indicates an article which is or can be inserted into an item;

3. Convention - the Universal Postal Convention[1] adopted by the Congress of the Universal Postal Union from time to time;

[1] Done at Rio de Janeiro Oct. 26, 1979. TIAS 9972; 32 UST 4587.

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time;

5. Albarid Almumtaz/International Express Mail service - the service established by this Memorandum of Understanding;

6. Scheduled service - an Albarid Almumtaz/International Express Mail service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;

7. On-demand service - an Albarid Almumtaz/International Express Mail service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee.

Article 3 Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

(i) The identification number of the customer contract, which number shall be indicated on each item sent;

(ii) the names and addresses of the sender and designated addressee;

(iii) the days of the week designated by the customer as scheduled dispatch days;

(iv) the time of day delivery is requested; and

(v) the airline and flight number to be used.

4. The administration of origin shall notify the administration of destination of any changes in the information referred to in Section 3 of this Article.

Article 4 On-Demand Service

1. Each administration may offer on-demand service which shall be available to customers on a non-scheduled basis.

2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 5 Indication of Postage Payment

Each item shall bear an indication that postage has been paid in accordance with the method established by the origin administration.

Article 6 Charges to be Collected From the Sender

Each administration shall fix the charges to be collected from its senders for sending items in the service.

Article 7 Charges and Fees to be Collected From the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 8 Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in Article 9, each item to be admitted into the Albarid Almumtaz/International Express Mail service shall:

(a) be packed in a manner adapted to the nature of the contents and the conditions of transport;

(b) bear the names and addresses of the addressee and of the sender; and

(c) satisfy the conditions of weight and size fixed by Article 10.

Article 9 Prohibitions

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in Albarid Almumtaz/International Express Mail items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

Article 10 Limits of Size and Weight

An item of Albarid Almumtaz/International Express Mail:

(a) shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and,

(b) shall not exceed 10 kilograms in weight.

Article 11 Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under Article 10, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 12 General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of Albarid Almumtaz/International Express Mail by the fastest means available.

2. Each administration shall make every effort to expedite the customs clearance of Albarid Almumtaz/ International Express Mail items.

Article 13 Undeliverable Items

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the Albarid Almumtaz/ International Express Mail service.

4. Neither administration shall charge the other for the return of undeliverable items.

Article 14 Items Arriving Out of Course and to be Redirected

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.

2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 15 Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any Albarid Almumtaz/International Express Mail item posted by the other administration.

2. Inquiries shall be accepted only within a period of four months from the date after that on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery.

Article 16 Allocation of Surface Costs for Traffic Imbalances

1. At the end of each calendar year, the administration which has received a larger quantity of Albarid Almumtaz/ International Express Mail items than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modifications of the imbalance charge may be made as follows:

(a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

(b) To be applicable, any such modification of the imbalance charge must:

(i) be communicated to the other administration at least three months in advance;

(ii) remain in force for at least one year.

Article 17 Internal Air Conveyance Dues

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

Article 18 Onward Air Conveyance

1. Each administration shall provide onward air conveyance service to or from any country with which it exchanges Albarid Almumtaz/International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

2. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

Article 19 No Additional Rates, Charges, or Fees

The administrations may collect only the rates, charges, and fees established under this Memorandum of Understanding.

Article 20 Liability of Administrations

Each administration shall establish its own policy concerning liability in cases of loss, damage, theft or delay in delivery of Albarid Almumtaz/International Express Mail items. The administration of origin shall be responsible for making indemnity payments, if any, to its senders, without recourse to the other administration.

Article 21 Application of the Convention

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Memorandum of Understanding or its Details of Implementation.

Article 22 Details of Implementation

The operational details for this Memorandum of Understanding shall be governed by its Details of Implementation.

Article 23 Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Memorandum of Understanding which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to Albarid Almumtaz/International Express Mail service.

Article 24 Alterations or Amendments; Additional Rules and Regulations

1. This Memorandum of Understanding or its Details of Implementation may be altered or amended by mutual consent by means of correspondence between officials of each administration who have been authorized to make such alterations or amendments.

2. Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Memorandum of Understanding or its Details of Implementation.

Article 25 Entry into Force and Duration

1. This Memorandum of Understanding shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.[1]

2. This Memorandum of Understanding shall expire twelve months after either administration notifies the other in writing of termination.

[1] Feb. 1, 1985.

Done in duplicate and signed at Washington, D.C. on the 9 day of Saffer , 1405 H, corresponding to the 2nd day of November, 1984.

FOR THE POSTAL ADMINISTRATION OF SAUDI ARABIA:

[1]

Director General
Administration of Posts

[2]

Director
Al-Barid Al-Mumtaz (EMS)

FOR THE UNITED STATES POSTAL SERVICE:

[3]

Postmaster General

1 Salim Othman Attoweirgi.
2 Khalid Alotaibi.
3 William F. Bolger.

DETAILS OF IMPLEMENTATION

OF THE ALBARID ALMUMTAZ/

INTERNATIONAL EXPRESS MAIL

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE POSTAL ADMINISTRATION OF SAUDI ARABIA

AND

THE UNITED STATES POSTAL SERVICE

The undersigned, by virtue of the authority vested in them, have drawn up the following Details of Implementation for the Albarid Almumtaz/International Express Mail Memorandum of Understanding between the Postal Administration of Saudi Arabia and the United States Postal Service.

Article 101 Information to be Supplied By the Administrations

1. Each administration shall notify the other administration of:

(a) the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of Albarid Almumtaz/International Express Mail items in the territory of its country and other areas for which it has Albarid Almumtaz/International Express Mail responsibility;

(b) the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;

(c) the cities and other locations to which Albarid Almumtaz/International Express Mail service is available;

(d) the rates and dues established under the Memorandum of Understanding; and,

(e) the forms, labels and other documentation which it requires in the service.

2. Any change of the information mentioned in Section 1 shall be communicated in writing immediately to the other administration.

Article 102 Addresses of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103 Items Containing Merchandise

1. Each item containing merchandise shall be accompanied by a customs declaration on Universal Postal Union Form C2/CP3 or a similar form. The customs declaration shall be securely attached to each such item.

2. The contents of each such item shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The aggregate value of all items a sender may mail to the same person in the United States in one day shall not exceed $250.

Article 104 Packing Requirements

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.

2. Each item shall be packed and closed so as not to present any danger to officials called upon to handle it, or to soil or damage other mail or postal equipment.

3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.

4. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

Article 105 General Makeup of Mails

1. Albarid Almumtaz/International Express Mail dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill and manifest forms required by these regulations.

2. The items in each dispatch shall be enclosed in blue and orange Albarid Almumtaz/International Express Mail bags.

3. Items containing merchandise or other dutiable articles shall be placed in separate bags from non-dutiable items, and shall be dispatched separately accompanied by a separate manifest.

4. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the Albarid Almumtaz/ International Express Mail identification symbol. Each bag label shall clearly indicate:

(a) the exchange office of destination; and

(b) whether the bag contains merchandise or other dutiable items.

Article 106 Manifests

1. An Albarid Almumtaz/International Express Mail manifest, on a form acceptable to each administration, shall accompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. The total number of on-demand items in a dispatch shall be entered collectively as a single manifest entry.

4. The manifest shall clearly indicate that the dispatch contains Albarid Almumtaz/International Express Mail items.

Article 107 Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union Form AV 7, shall accompany each dispatch.

2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.

3. The total number of items in each dispatch shall be entered in the observations column of the air mail delivery bill.

Article 108 Exchange Offices

1. The exchange of dispatches of Albarid Almumtaz/ International Express Mail shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration advance notice of redesignation of, or addition to its exchange offices.

Article 109 Verification of Dispatches and their Contents

1. Upon receipt of an Albarid Almumtaz/International Express Mail dispatch, the administration of destination shall verify that the dispatch is consistent with the entries on the air mail delivery bill.

2. The contents of each dispatch shall be verified as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest and with the air mail delivery bill.

Article 110 Notification of Irregularities

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin by telex and confirmed by verification note on a Universal Postal Union Form C-14.

2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

Article 111 Redirection of Items Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

Article 112 Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or label on the item and on the manifest which accompanies it, the reason for non-delivery.

Article 113 Accounting, Settlement of Accounts

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

(a) The settlement shall take place at the end of each calendar year.

(b) Each administration shall prepare quarterly a statement of items received in a mutually acceptable form which indicates the number of items received in each dispatch based upon the air mail delivery bills. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

(c) After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant air mail delivery bills and C-14 verification notes to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges in a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

Article 114 Definitions

The definitions set forth in Article 2 of the Memorandum shall be applicable to these Details of Implementation.

Article 115 Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of three years from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 116 Entry into Force and Duration

1. These Details of Implementation shall enter into force on the same date as the Albarid Almumtaz/International Express Mail Memorandum of Understanding to which they refer.

2. These Details of Implementation shall have the same duration as the Albarid Almumtaz/International Express Mail Memorandum of Understanding to which they refer.

FINLAND

Postal: Express Mail Service

Agreement, with detailed regulations, signed at Washington November 19, 1984;
Entered into force February 7, 1985.

INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE POSTAL ADMINISTRATION OF FINLAND AND THE UNITED STATES POSTAL SERVICE

Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

Article 1 Purpose of the Agreement

This Agreement shall govern the exchange of International Express Mail between Finland and the United States of America, including any areas for which the postal administrations of these countries exercise International Express Mail responsibilities.

Article 2 Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations of the countries signatory to this Agreement;

2. Articles and sections - articles and sections of this Agreement, except when the context indicates an article which is or can be inserted into an item;

3. Convention - the Universal Postal Convention[1] adopted by the Congress of the Universal Postal Union from time to time;

[1] Done at Rio de Janeiro Oct. 26, 1979. TIAS 9972; 32 UST 4587.

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time;

5. International Express Mail service - the service established by this Agreement;

6. Scheduled service - an International Express Mail service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;

7. On-demand service - an International Express Mail service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee.

Article 3 Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

(i) The identification number of the customer contract, which number shall be indicated on each item sent;

(ii) the names and addresses of the sender and designated addressee;

(iii) the days of the week designated by the customer as scheduled dispatch days;

(iv) the time of day delivery is requested; and

(v) the airline and flight number to be used.

4. The administration of origin shall notify the administration of destination of any changes in the information referred to in Section 3 of this Article.

Article 4 On-Demand Service

1. Each administration may offer on-demand service which shall be available to customers on a non-scheduled basis.

2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 5 Charges to be Collected From the Sender

Each administration shall fix the charges to be collected from its senders for sending items in the service.

Article 6 Charges and Fees to be Collected From the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 7 Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in Article 8, each item to be admitted into the International Express Mail service shall:

(a) be packed in a manner adapted to the nature of the contents and the conditions of transport;

(b) bear the names and addresses of the addressee and of the sender; and

(c) satisfy the conditions of weight and size fixed by Article 9.

Article 8 Prohibitions

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

Article 9 Limits of Size and Weight

An item of International Express Mail:

(a) shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and,

(b) shall not exceed 20 kilograms in weight.

Article 10 Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under Article 9, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 11 General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.

2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

Article 12 Undeliverable Items

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service.

4. Neither administration shall charge the other for the return of undeliverable items.

Article 13 Items Arriving Out of Course and to be Redirected

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.

2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 14 Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.

2. Inquiries shall be accepted only within a period of four months from the date after that on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery.

Article 15 Allocation of Surface Costs for Traffic Imbalances

1. At the end of each calendar year, the administration which has received a larger quantity of International Express Mail items than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modifications of the imbalance charge may be made as follows:

(a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

(b) To be applicable, any such modification of the imbalance charge must:

(i) be communicated to the other administration at least three months in advance;

(ii) remain in force for at least one year.

4. No imbalance charge shall be collected if the difference in the number of items exchanged is less than one hundred.

Article 16 Internal Air Conveyance Dues

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

Article 17 Onward Air Conveyance

1. Each administration shall provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

2. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

Article 18 No Additional Rates, Charges, or Fees

The administrations may collect only the rates, charges, and fees established under this Agreement.

Article 19 Liability of Administrations

Each administration shall establish its own policy concerning liability in cases of loss, damage, theft or delay in delivery of International Express Mail items. The administration of origin shall be responsible for making indemnity payments, if any, to its senders, without recourse to the other administration.

Article 20 Application of the Convention

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

Article 21 Detailed Regulations

Details of implementation of this Agreement shall be governed by its Detailed Regulations.

Article 22 Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail service.

Article 23 Alterations or Amendments; Additional Rules and Regulations

1. This Agreement or its Detailed Regulations may be altered or amended by mutual consent by means of correspondence between officials of each administration who have been authorized to make such alterations or amendments.

2. Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Article 24 Entry into Force and Duration

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.[1]

2. This Agreement shall expire twelve months after either administration notifies the other in writing of termination.

[1] Feb. 7, 1985.

Done in duplicate and signed at Washington, D.C. on the 19th day of November, 1984.

FOR THE POSTAL ADMINISTRATION OF FINLAND:

[1]

FOR THE UNITED STATES POSTAL SERVICE:

[2]
Postmaster General

1 Pekka Tarjanne.
2 William F. Bolger.

DETAILED REGULATIONS OF THE INTERNATIONAL

EXPRESS MAIL AGREEMENT

BETWEEN

THE POSTAL ADMINISTRATION OF FINLAND

AND

THE UNITED STATES POSTAL SERVICE

The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International Express Mail Agreement between the Postal Administration of Finland and the United States Postal Service.

Article 101 Information to be Supplied By the Administrations

1. Each administration shall notify the other administration of:

(a) the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail items in the territory of its country and other areas for which it has International Express Mail responsibility;

(b) the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;

(c) the rates and dues established under the Agreement; and,

(d) the forms, labels and other documentation which it requires in the service.

2. Any change of the information mentioned in Section 1 shall be communicated in writing immediately to the other administration.

Article 102 Addresses of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103 Items Containing Merchandise

1. Each item containing merchandise shall be accompanied by a customs declaration on Universal Postal Union Form C2/CP3 or a similar form. The customs declaration shall be securely attached to each such item.

2. The contents of each such item shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The aggregate value of all items a sender may mail to the same person in the United States in one day shall not exceed $250.

Article 104 Packing Requirements

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.

2. Each item shall be packed and closed so as not to present any danger to officials called upon to handle it, or to soil or damage other mail or postal equipment.

3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.

4. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

Article 105 General Makeup of Mails

1. International Express Mail dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill and manifest forms required by these regulations.

2. The items in each dispatch shall be enclosed in blue and orange International Express Mail bags.

3. Items containing merchandise or other dutiable articles shall be placed in separate bags from non-dutiable items, and shall be dispatched separately accompanied by a separate manifest.

4. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label shall clearly indicate:

(a) the exchange office of destination; and

(b) whether the bag contains merchandise or other dutiable items.

Article 106 Manifests

1. An International Express Mail manifest, on a form acceptable to each administration, shall accompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. The total number of on-demand items in a dispatch shall be entered collectively as a single manifest entry.

4. The manifest shall clearly indicate that the dispatch contains International Express Mail items.

Article 107 Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union Form AV 7, shall accompany each dispatch.

2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.

3. The total number of items in each dispatch shall be entered in the observations column of the air mail delivery bill.

Article 108 Exchange Offices

1. The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration advance notice of redesignation of, or addition to its exchange offices.

Article 109 Verification of Dispatches and their Contents

1. Upon receipt of an International Express Mail dispatch, the administration of destination shall verify that the dispatch is consistent with the entries on the air mail delivery bill.

2. The contents of each dispatch shall be verified as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest and with the air mail delivery bill.

Article 110 Notification of Irregularities

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin by telex and confirmed by verification note on a Universal Postal Union Form C-14.

2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

Article 111 Redirection of Items Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

Article 112 Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or label on the item and on the manifest which accompanies it, the reason for non-delivery.

Article 113 Accounting, Settlement of Accounts

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

(a) The settlement shall take place at the end of each calendar year.

(b) Each administration shall prepare quarterly a statement of items received in a mutually acceptable form which indicates the number of items received in each dispatch based upon the air mail delivery bills. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

(c) After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant air mail delivery bills and C-14 verification notes to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges in a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

Article 114 Definitions

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 115 Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of three years from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 116 Entry into Force and Duration

1. These Detailed Regulations shall enter into force on the same date as the International Express Mail Agreement to which they refer.

2. These Detailed Regulations shall have the same duration as the International Express Mail Agreement to which they refer.

DENMARK

Postal: Express Mail Service

Agreement, with detailed regulations, signed at Copenhagen and Washington October 19 and November 19, 1984;
Entered into force January 2, 1985.

INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE POSTAL ADMINISTRATION OF DENMARK AND THE UNITED STATES POSTAL SERVICE

TIAS 11011

Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

Article 1 Purpose of the Agreement

This Agreement shall govern the exchange of International Express Mail between Denmark and the United States of America, including any areas for which the postal administrations of these countries exercise International Express Mail responsibilities.

Article 2 Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations signatory to this Agreement;

2. Articles and sections - articles and sections of this Agreement, except when the context indicates an article which is or can be inserted into an item;

3. Convention - the Universal Postal Convention[1] adopted by the Congress of the Universal Postal Union from time to time;

[1] Done at Rio de Janeiro Oct. 26, 1979. TIAS 9972; 32 UST 4587.

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time;

5. International Express Mail service - the service established by this Agreement;

6. Scheduled service - an International Express Mail service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;

7. On-demand service - an International Express Mail service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee.

Article 3 Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

(i) The identification number of the customer contract, which number shall be indicated on each item sent;

(ii) the names and addresses of the sender and designated addressee;

(iii) the days of the week designated by the customer as scheduled dispatch days;

(iv) the time of day delivery is requested; and

(v) the airline and flight number to be used.

4. The administration of origin shall notify the administration of destination of any changes in the information referred to in Section 3 of this Article.

Article 4 On-Demand Service

1. Each administration may offer on-demand service which shall be available to customers on a non-scheduled basis.

2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 5 Charges to be Collected From the Sender

Each administration shall fix the charges to be collected from its senders for sending items in the service.

Article 6 Charges and Fees to be Collected From the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 7 Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in Article 8, each item to be admitted into the International Express Mail service shall:

(a) be packed in a manner adapted to the nature of the contents and the conditions of transport;

(b) bear the names and addresses of the addressee and of the sender; and

(c) satisfy the conditions of weight and size fixed by Article 9.

Article 8 Prohibitions

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

Article 9 Limits of Size and Weight

An item of International Express Mail:

(a) shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and,

(b) shall not exceed 20 kilograms in weight.

Article 10 Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under Article 9, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 11 General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.

2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

Article 12 Undeliverable Items

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service.

4. Neither administration shall charge the other for the return of undeliverable items.

Article 13 Items Arriving Out of Course and to be Redirected

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.

2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 14 Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.

2. Inquiries shall be accepted only within a period of four months from the date after that on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery.

Article 15 Allocation of Surface Costs for Traffic Imbalances

1. At the end of each calendar year, the administration which has received a larger quantity of International Express Mail items than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modifications of the imbalance charge may be made as follows:

(a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

(b) To be applicable, any such modification of the imbalance charge must:

(i) be communicated to the other administration at least three months in advance;

(ii) remain in force for at least one year.

4. No imbalance charge shall be collected if the difference in the number of items exchanged is less than one hundred.

Article 16 Internal Air Conveyance Dues

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

Article 17 Onward Air Conveyance

1. Each administration shall provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

2. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

Article 18 No Additional Rates, Charges, or Fees

The administrations may collect only the rates, charges, and fees established under this Agreement.

Article 19 Liability of Administrations

Each administration shall establish its own policy concerning liability in cases of loss, damage, theft or delay in delivery of International Express Mail items. The administration of origin shall be responsible for making indemnity payments, if any, to its senders, without recourse to the other administration.

Article 20 Application of the Convention

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

Article 21 Detailed Regulations

Details of implementation of this Agreement shall be governed by its Detailed Regulations.

Article 22 Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail service.

Article 23 Alterations or Amendments; Additional Rules and Regulations

1. This Agreement or its Detailed Regulations may be altered or amended by mutual consent by means of correspondence between officials of each administration who have been authorized to make such alterations or amendments.

2. Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Article 24 Entry into Force and Duration

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.[1]

2. This Agreement shall expire twelve months after either administration notifies the other in writing of termination.

[1] Jan. 2, 1985.

Done in duplicate and signed at Copenhagen on the

day of 19th October, 1984 and at

Washington, D.C. on the 19th day of November, 1984.

FOR THE POSTAL ADMINISTRATION OF DENMARK:

[1]

FOR THE UNITED STATES POSTAL SERVICE:

[2]

Assistant Postmaster General
International Postal Affairs

1 Lejf Nielsen.
2 W.E. Duka.

DETAILED REGULATIONS OF THE INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE POSTAL ADMINISTRATION OF DENMARK AND THE UNITED STATES POSTAL SERVICE

The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International Express Mail Agreement between the Postal Administration of Denmark and the United States Postal Service.

Article 101 Information to be Supplied By the Administrations

1. Each administration shall notify the other administration of:

(a) the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail items in the territory of its country and other areas for which it has International Express Mail responsibility;

(b) the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;

(c) the rates and dues established under the Agreement; and,

(d) the forms, labels and other documentation which it requires in the service.

2. Any change of the information mentioned in Section 1 shall be communicated in writing immediately to the other administration.

Article 102 Addresses of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103 Items Containing Merchandise

1. Each item containing merchandise shall be accompanied by a customs declaration on Universal Postal Union Form C2/CP3 or a similar form. The customs declaration shall be securely attached to each such item.

2. The contents of each such item shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The aggregate value of all items a sender may mail to the same person in the United States in one day shall not exceed $250.

Article 104 Packing Requirements

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.

2. Each item shall be packed and closed so as not to present any danger to officials called upon to handle it, or to soil or damage other mail or postal equipment.

3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.

4. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

Article 105 General Makeup of Mails

1. International Express Mail dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill and manifest forms required by these regulations.

2. The items in each dispatch shall be enclosed in blue and orange International Express Mail bags.

3. Items containing merchandise or other dutiable articles shall be placed in separate bags from non-dutiable items, and shall be dispatched separately accompanied by a separate manifest.

4. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label shall clearly indicate:

(a) the exchange office of destination; and

(b) whether the bag contains merchandise or other dutiable items.

Article 106 Manifests

1. An International Express Mail manifest, on a form acceptable to each administration, shall accompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. The total number of on-demand items in a dispatch shall be entered collectively as a single manifest entry.

4. The manifest shall clearly indicate that the dispatch contains International Express Mail items.

Article 107 Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union Form AV 7, shall accompany each dispatch.

2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.

3. The total number of items in each dispatch shall be entered in the observations column of the air mail delivery bill.

Article 108 Exchange Offices

1. The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration advance notice of redesignation of, or addition to its exchange offices.

Article 109 Verification of Dispatches and their Contents

1. Upon receipt of an International Express Mail dispatch, the administration of destination shall verify that the dispatch is consistent with the entries on the air mail delivery bill.

2. The contents of each dispatch shall be verified as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest and with the air mail delivery bill.

Article 110 Notification of Irregularities

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin by telex and confirmed by verification note on a Universal Postal Union Form C-14.

2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

Article 111 Redirection of Items Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

Article 112 Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or label on the item and on the manifest which accompanies it, the reason for non-delivery.

Article 113 Accounting, Settlement of Accounts

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

(a) The settlement shall take place at the end of each calendar year.

(b) Each administration shall prepare quarterly a statement of items received in a mutually acceptable form which indicates the number of items received in each dispatch based upon the air mail delivery bills. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

(c) After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant air mail delivery bills and C-14 verification notes to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges in a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

Article 114 Definitions

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 115 Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of three years from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 116 Entry into Force and Duration

1. These Detailed Regulations shall enter into force on the same date as the International Express Mail Agreement to which they refer.

2. These Detailed Regulations shall have the same duration as the International Express Mail Agreement to which they refer.

TURKEY

Postal: Express Mail Service

Agreement, with detailed regulations, signed at Ankara and Washington October 16 and November 29, 1984; Entered into force March 21, 1985.

INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE POSTAL ADMINISTRATION OF TURKEY AND THE UNITED STATES POSTAL SERVICE

Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

Article 1 Purpose of the Agreement

This Agreement shall govern the exchange of International Express Mail between Turkey and the United States of America, including any areas for which the postal administrations of these countries exercise International Express Mail responsibilities.

Article 2 Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations signatory to this Agreement;

2. Articles and sections - articles and sections of this Agreement, except when the context indicates an article which is or can be inserted into an item;

3. Convention - the Universal Postal Convention[1] adopted by the Congress of the Universal Postal Union from time to time;

[1] Done at Rio de Janeiro Oct. 26, 1979. TIAS 9972; 32 UST 4587.

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time;

5. International Express Mail service - the service established by this Agreement;

6. Scheduled service - an International Express Mail service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;

7. On-demand service - an International Express Mail service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee.

Article 3 Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

(i) The identification number of the customer contract, which number shall be indicated on each item sent;

(ii) the names and addresses of the sender and designated addressee;

(iii) the days of the week designated by the customer as scheduled dispatch days;

(iv) the time of day delivery is requested; and

(v) the airline and flight number to be used.

4. The administration of origin shall notify the administration of destination of any changes in the information referred to in Section 3 of this Article.

Article 4 On-Demand Service

1. Each administration may offer on-demand service which shall be available to customers on a non-scheduled basis.

2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 5 Charges to be Collected From the Sender

Each administration shall fix the charges to be collected from its senders for sending items in the service.

Article 6 Charges and Fees to be Collected From the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 7 Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in Article 8, each item to be admitted into the International Express Mail service shall:

(a) be packed in a manner adapted to the nature of the contents and the conditions of transport;

(b) bear the names and addresses of the addressee and of the sender; and

(c) satisfy the conditions of weight and size fixed by Article 9.

Article 8 Prohibitions

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

Article 9 Limits of Size and Weight

An item of International Express Mail:

(a) shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and,

(b) shall not exceed 10 kilograms in weight.

Article 10 Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under Article 9, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 11 General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.

2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

Article 12 Undeliverable Items

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service.

4. Neither administration shall charge the other for the return of undeliverable items.

Article 13 Items Arriving Out of Course and to be Redirected

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.

2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 14 Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.

2. Inquiries shall be accepted only within a period of four months from the date after that on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery.

Article 15 Allocation of Surface Costs for Traffic Imbalances

1. At the end of each calendar year, the administration which has received a larger quantity of International Express Mail items than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modifications of the imbalance charge may be made as follows:

(a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

(b) To be applicable, any such modification of the imbalance charge must:

(i) be communicated to the other administration at least three months in advance;

(ii) remain in force for at least one year.

4. No imbalance charge shall be collected if the difference in the number of items exchanged is less than one thousand.

Article 16 Internal Air Conveyance Dues

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

Article 17 Onward Air Conveyance

1. Each administration shall provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

2. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

Article 18 No Additional Rates, Charges, or Fees

The administrations may collect only the rates, charges, and fees established under this Agreement.

Article 19 Liability of Administrations

Each administration shall establish its own policy concerning liability in cases of loss, damage, theft or delay in delivery of International Express Mail items. The administration of origin shall be responsible for making indemnity payments, if any, to its senders, without recourse to the other administration.

Article 20 Application of the Convention

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

Article 21 Detailed Regulations

Details of implementation of this Agreement shall be governed by its Detailed Regulations.

Article 22 Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail service.

Article 23 Alterations or Amendments; Additional Rules and Regulations

1. This Agreement or its Detailed Regulations may be altered or amended by mutual consent by means of correspondence between officials of each administration who have been authorized to make such alterations or amendments.

2. Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Article 24 Entry into Force and Duration

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.[1]

2. This Agreement shall expire twelve months after either administration notifies the other in writing of termination.

[1] Mar. 21, 1985.

Done in duplicate and signed at Ankara on the

16 th day of October , 1984 and at

Washington, D.C. on the 29th day of November, 1984.

FOR THE POSTAL ADMINISTRATION OF TURKEY:

[1]

Necdet EKİNCİ
PRÉSIDENT

FOR THE UNITED STATES POSTAL SERVICE:

[2]

Assistant Postmaster General
International Postal Affairs

[1] Necdet Ekinci.
[2] W.E. Duka.

DETAILED REGULATIONS OF THE INTERNATIONAL

EXPRESS MAIL AGREEMENT

BETWEEN

THE POSTAL ADMINISTRATION OF TURKEY

AND

THE UNITED STATES POSTAL SERVICE

The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International Express Mail Agreement between the Postal Administration of Turkey and the United States Postal Service.

Article 101 Information to be Supplied By the Administrations

1. Each administration shall notify the other administration of:

(a) the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail items in the territory of its country and other areas for which it has International Express Mail responsibility;

(b) the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;

(c) the rates and dues established under the Agreement; and,

(d) the forms, labels and other documentation which it requires in the service.

2. Any change of the information mentioned in Section 1 shall be communicated in writing immediately to the other administration.

Article 102 Addresses of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103 Items Containing Merchandise

1. Each item containing merchandise shall be accompanied by a customs declaration on Universal Postal Union Form C2/CP3 or a similar form. The customs declaration shall be securely attached to each such item.

2. The contents of each such item shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The aggregate value of all items a sender may mail to the same person in the United States in one day shall not exceed $250.

Article 104 Packing Requirements

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.

2. Each item shall be packed and closed so as not to present any danger to officials called upon to handle it, or to soil or damage other mail or postal equipment.

3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.

4. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

Article 105 General Makeup of Mails

1. International Express Mail dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill and manifest forms required by these regulations.

2. The items in each dispatch shall be enclosed in blue and orange International Express Mail bags.

3. Items containing merchandise or other dutiable articles shall be placed in separate bags from non-dutiable items, and shall be dispatched separately accompanied by a separate manifest.

4. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label shall clearly indicate:

(a) the exchange office of destination; and

(b) whether the bag contains merchandise or other dutiable items.

Article 106 Manifests

1. An International Express Mail manifest, on a form acceptable to each administration, shall accompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. The total number of on-demand items in a dispatch shall be entered collectively as a single manifest entry.

4. The manifest shall clearly indicate that the dispatch contains International Express Mail items.

Article 107 Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union Form AV 7, shall accompany each dispatch.

2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.

3. The total number of items in each dispatch shall be entered in the observations column of the air mail delivery bill.

Article 108 Exchange Offices

1. The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration advance notice of redesignation of, or addition to its exchange offices.

Article 109 Verification of Dispatches and their Contents

1. Upon receipt of an International Express Mail dispatch, the administration of destination shall verify that the dispatch is consistent with the entries on the air mail delivery bill.

2. The contents of each dispatch shall be verified as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest and with the air mail delivery bill.

Article 110 Notification of Irregularities

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin by telex and confirmed by verification note on a Universal Postal Union Form C-14.

2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

Article 111 Redirection of Items Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

Article 112 Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or label on the item and on the manifest which accompanies it, the reason for non-delivery.

Article 113 Accounting, Settlement of Accounts

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

(a) The settlement shall take place at the end of each calendar year.

(b) Each administration shall prepare quarterly a statement of items received in a mutually acceptable form which indicates the number of items received in each dispatch based upon the air mail delivery bills. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

(c) After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant air mail delivery bills and C-14 verification notes to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges in a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

Article 114 Definitions

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 115 Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of three years from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 116 Entry into Force and Duration

1. These Detailed Regulations shall enter into force on the same date as the International Express Mail Agreement to which they refer.

2. These Detailed Regulations shall have the same duration as the International Express Mail Agreement to which they refer.

PORTUGAL

Postal: Express Mail Service

Agreement, with detailed regulations, signed at Washington and Lisbon November 20 and December 21, 1984;
Entered into force January 15, 1985.

INTERNATIONAL EXPRESS

MAIL AGREEMENT

BETWEEN

THE POSTAL ADMINISTRATION OF PORTUGAL

AND

THE UNITED STATES POSTAL SERVICE

Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

Article 1 Purpose of the Agreement

This Agreement shall govern the exchange of International Express Mail between Portugal and the United States of America, including any areas for which the postal administrations of these countries exercise International Express Mail responsibilities.

Article 2 Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations of the countries signatory to this Agreement;

2. Articles and sections - articles and sections of this Agreement, except when the context indicates an article which is or can be inserted into an item;

3. Convention - the Universal Postal Convention[1] adopted by the Congress of the Universal Postal Union from time to time;

[1] Done at Rio de Janeiro Oct. 26, 1979. TIAS 9972; 32 UST 4587.

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time;

5. International Express Mail service - the service established by this Agreement;

6. Scheduled service - an International Express Mail service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;

7. On-demand service - an International Express Mail service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee.

Article 3 Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees with a minimum frequency of once a week.

2. Each administration shall provide the other administration with a list of the cities and other locations to which scheduled service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights and rail services used to carry scheduled items.

4. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

(i) The identification number of the customer contract, which number shall be indicated on each item sent;

(ii) the names and addresses of the sender and designated addressee;

(iii) the days of the week designated by the customer as scheduled dispatch days;

(iv) the time of day delivery is requested; and

(v) the airline and flight number to be used.

5. The administration of origin shall notify the administration of destination of any changes in the information referred to in Section 3 of this Article.

Article 4 On-Demand Service

1. Each administration may offer on-demand service which shall be available to customers on a contractual or non-contractual basis.

2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights and rail services used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 5 Charges to be Collected From the Sender

Each administration shall fix the charges to be collected from its senders for sending items in the service.

Article 6 Charges and Fees to be Collected From the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 7 Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in Article 8, each item to be admitted into the International Express Mail service shall:

(a) be packed in a manner adapted to the nature of the contents and the conditions of transport;

(b) bear the names and addresses of the addressee and of the sender; and

(c) satisfy the conditions of weight and size fixed by Article 9.

Article 8 Prohibitions

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

Article 9 Limits of Size and Weight

An item of International Express Mail:

(a) shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and,

(b) shall not exceed 15 kilograms in weight.

Article 10 Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under Article 9, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 11 General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.

2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

Article 12 Undeliverable Items

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service.

4. Neither administration shall charge the other for the return of undeliverable items.

Article 13 Items Arriving Out of Course and to be Redirected

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.

2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 14 Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.

2. Inquiries shall be accepted only within a period of four months from the date after that on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery.

Article 15 Allocation of Surface Costs for Traffic Imbalances

1. At the end of each calendar year, the administration which has received a larger quantity of International Express Mail items than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modifications of the imbalance charge may be made as follows:

(a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

(b) To be applicable, any such modification of the imbalance charge must:

(i) be communicated to the other administration at least three months in advance;

(ii) remain in force for at least one year.

4. No imbalance charge shall be collected if the difference in the number of items exchanged is less than one thousand.

Article 16 Internal Air Conveyance Dues

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

Article 17 Onward Air Conveyance

1. Each administration shall provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

2. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

Article 18 No Additional Rates, Charges, or Fees

The administrations may collect only the rates, charges, and fees established under this Agreement.

Article 19 Liability of Administrations

Each administration shall establish its own policy concerning liability in cases of loss, damage, theft or delay in delivery of International Express Mail items. The administration of origin shall be responsible for making indemnity payments, if any, to its senders, without recourse to the other administration.

Article 20 Temporary Suspension and Resumption of Service

1. If exceptional circumstances justify it, each administration may temporarily suspend the service.

2. The other administration should be immediately notified either by telegram, telex or telephone of the suspension of service and subsequently the date of its resumption.

Article 21 Application of the Convention

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

Article 22 Detailed Regulations

Details of implementation of this Agreement shall be governed by its Detailed Regulations.

Article 23 Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail service.

Article 24 Alterations or Amendments; Additional Rules and Regulations

1. This Agreement or its Detailed Regulations may be altered or amended by mutual consent by means of correspondence between officials of each administration who have been authorized to make such alterations or amendments.

2. Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Article 25 Entry into Force and Duration

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.[1]

2. This Agreement shall expire twelve months after either administration notifies the other in writing of termination.

[1] Jan. 15, 1985.

Done in duplicate and signed at Lisbon on the 21th day of December, 1984 and at Washington, D.C. on the 20th day of November, 1984.

FOR THE POSTAL ADMINISTRATION OF PORTUGAL:

[1]

FOR THE UNITED STATES POSTAL SERVICE:

[2]
Assistant Postmaster General
International Postal Affairs

[1] Eduardo P. Correia de Matos.
[2] W.E. Duka.

DETAILED REGULATIONS OF THE INTERNATIONAL

EXPRESS MAIL AGREEMENT

BETWEEN

THE POSTAL ADMINISTRATION OF PORTUGAL

AND

THE UNITED STATES POSTAL SERVICE

TIAS 11013

The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International Express Mail Agreement between the Postal Administration of Portugal and the United States Postal Service.

Article 101 Information to be Supplied By the Administrations

1. Each administration shall notify the other administration of:

(a) the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail items in the territory of its country and other areas for which it has International Express Mail responsibility;

(b) the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;

(c) the rates and dues established under the Agreement; and,

(d) the forms, labels and other documentation which it requires in the service.

2. Any change of the information mentioned in Section 1 shall be communicated in writing immediately to the other administration.

Article 102 Addresses of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103 Items Containing Merchandise

1. Each item containing merchandise shall be accompanied by a customs declaration on Universal Postal Union Form C2/CP3 or a similar form. The customs declaration shall be securely attached to each such item.

2. The contents of each such item shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The aggregate value of all items a sender may mail to the same person in the United States in one day shall not exceed $250.

Article 104 Packing Requirements

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.

2. Each item shall be packed and closed so as not to present any danger to officials called upon to handle it, or to soil or damage other mail or postal equipment.

3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.

4. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

Article 105 General Makeup of Mails

1. International Express Mail dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill and manifest forms required by these regulations.

2. The items in each dispatch shall be enclosed in blue and orange International Express Mail bags whenever possible.

3. Items containing merchandise or other dutiable articles shall be placed in separate bags from non-dutiable items, and shall be dispatched separately accompanied by a separate manifest.

4. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label shall clearly indicate:

(a) the exchange office of destination; and

(b) whether the bag contains merchandise or other dutiable items.

Article 106 Manifests

1. An International Express Mail manifest, on a form acceptable to each administration, shall accompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. The total number of on-demand items in a dispatch shall be entered collectively as a single manifest entry.

4. The manifest shall clearly indicate that the dispatch contains International Express Mail items.

Article 107 Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union Form AV 7, shall accompany each dispatch.

2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.

3. The total number of items in each dispatch shall be entered in the observations column of the air mail delivery bill.

Article 108 Exchange Offices

1. The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration advance notice of redesignation of, or addition to its exchange offices.

Article 109 Verification of Dispatches and their Contents

1. Upon receipt of an International Express Mail dispatch, the administration of destination shall verify that the dispatch is consistent with the entries on the air mail delivery bill.

2. The contents of each dispatch shall be verified as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest and with the air mail delivery bill.

Article 110 Notification of Irregularities

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin by telex and confirmed by verification note on a Universal Postal Union Form C-14.

2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

Article 111 Redirection of Items Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

Article 112 Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or label on the item and on the manifest which accompanies it, the reason for non-delivery.

Article 113 Accounting, Settlement of Accounts

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

(a) The settlement shall take place at the end of each calendar year.

(b) Each administration shall prepare quarterly a statement of items received in a mutually acceptable form which indicates the number of items received in each dispatch based upon the air mail delivery bills. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

(c) After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant air mail delivery bills and C-14 verification notes to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges in a mutually

acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

Article 114 Definitions

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 115 Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of three years from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 116 Entry into Force and Duration

1. These Detailed Regulations shall enter into force on the same date as the International Express Mail Agreement to which they refer.

2. These Detailed Regulations shall have the same duration as the International Express Mail Agreement to which they refer.

AUSTRALIA

Scientific and Technical Cooperation

Agreements extending the agreement of October 16, 1968, as extended.
Effected by exchange of notes
Dated at Canberra October 6 and November 14, 1983;
Entered into force November 14, 1983;
Effective October 16, 1983.
And exchange of notes
Dated at Canberra April 16 and May 11, 1984;
Entered into force May 11, 1984;
Effective April 16, 1984.
And exchange of notes
Dated at Canberra October 18 and December 11, 1984;
Entered into force December 11, 1984;
Effective October 16, 1984.

The American Embassy to the Australian Department of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 154

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs and has the honor to refer to on-going discussions between the representatives of our two governments concerning a further five year extension of the agreement relating to Scientific and Technical Cooperation between the Government of Australia and the Government of the United States of America signed at Canberra on 16 October 1968 and renewed for five years each by exchanges of notes in 1973 and 1978.[1]

The Government of the United States of America wishes to propose that the agreement be extended pursuant to Article II for a further period of six months from October 16, 1983, pending negotiation of amended language which the Government of the United States has proposed, and which the Government of Australia has under consideration.

If the foregoing is acceptable to the Government of Australia, the United States Government proposes that this note together with your confirmatory reply shall constitute an agreement between our governments further extending said agreement for a period of six months from October 16, 1983.

The Embassy takes this opportunity to renew to the Department of Foreign Affairs the assurances of its highest consideration.

Embassy of the United States of America,
Canberra, October 6, 1983.

[1] TIAS 6589, 7682, 9315; 19 UST 6714; 24 UST 1758; 30 UST 2112.

The Australian Department of Foreign Affairs to the American Embassy

925/9/1/5

CH179587

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 154 of 6 October 1983, which reads as follows:

[For text of the U.S. note, see p. 2.]

The Department has the honour to inform the Embassy that the foregoing is acceptable to the Government of Australia and to confirm that the Embassy's Note, together with this reply, shall constitute an Agreement between the Government of Australia and the Government of the United States of America further extending the Agreement between the Government of Australia and the Government of the United States of America relating to Scientific and Technical Cooperation, signed at Canberra on 16 October 1968 and renewed by exchanges of notes in 1973 and 1978, for a period of six months from 16 October 1983.

The Department of Foreign Affairs takes this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

DEPARTMENT OF FOREIGN AFFAIRS AUSTRALIA CANBERRA

CANBERRA A.C.T.

14 November 1983

The American Embassy to the Australian Department of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 57

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs and has the honor to refer to continuing discussions between representatives of our two governments concerning further extension of the Agreement relating to Scientific and Technical Cooperation Between the Government of Australia and the Government of the United States of America signed at Canberra on 16 October 1968, renewed for five years each by exchange of Notes in 1973 and 1978, and extended for six months on 16 October 1983.[1]

The Embassy has the honor to inform the Department that the Government of the United States of America proposes a further extension of the Agreement, pursuant to Article 11, for a period of six months from April 16, 1984, pending negotiation of amended language which is under consideration by the two governments.

If the foregoing is acceptable to the Government of Australia, the Embassy has the honor to propose that this Note together with the Department's confirmatory reply shall constitute an Agreement between the Government of the United States and the Government of Australia further extending said agreement for a period of six months from 16 April 1984.

1 Dated at Canberra Oct. 6 and Nov. 14, 1983.

The Embassy takes this opportunity to renew to the Department of Foreign Affairs the assurances of its highest consideration.

Embassy of the United States of America,
Canberra, April 16, 1984.

The Australian Department of Foreign Affairs to the American Embassy

CH192683

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 57 of 16 April 1984, which reads as follows:

[For text of the U.S. note, see pp. 4-5.]

The Department has the honour to inform the Embassy that the foregoing is acceptable to the Government of Australia and to confirm that the Embassy's Note, together with this reply, shall constitute an Agreement between the two Governments further extending the Agreement relating to Scientific and Technical Co-operation, signed at Canberra on 16 October 1968 and renewed by exchanges of notes in 1973, 1978 and 1983, for a period of six months commencing from 16 April 1984.

The Department of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

DEPARTMENT OF FOREIGN AFFAIRS AUSTRALIA CANBERRA

CANBERRA ACT 2600

11 May 1984

The American Embassy to the Australian Department of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

NOTE. NO. 165

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs and has the honor to refer to continuing discussions between representatives of our two governments concerning further extension of the Agreement relating to Scientific and Technical Cooperation between the Government of Australia and the Government of the United States of America signed at Canberra on 16 October 1968, renewed for five years each by exchanges of notes in 1973 and 1978, and extended for periods of six months on 16 October 1983 and on 16 April 1984.[1]

The Embassy has the honor to inform the Department that the Government of the United States of America proposes a further extension to the Agreement, pursuant to Article 11, for a period of twelve months from 16 October 1984, pending negotiation of amended language which is under consideration by the two governments.

The Embassy has the honor to propose that, if the foregoing is acceptable to the Government of Australia, this Note together with the

[1] Dated at Canberra Oct. 6 and Nov. 14, 1983 and Apr. 16 and May 11, 1984.

Department's confirmatory reply shall constitute an Agreement between the Government of the United States of America and the Government of Australia further extending the said agreement for a period of twelve months from 16 October 1984.

The Embassy of the United States of America avails itself of this opportunity to renew to the Department of Foreign Affairs the assurances of its highest consideration.

Embassy of the United States of America,
Canberra, October 18, 1984

The Australian Department of Foreign Affairs to the American Embassy

CH208769

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 165 of 18 October 1984, which reads as follows:

[For text of the U.S. note, see pp. 7-8.]

The Department has the honour to inform the Embassy that the foregoing is acceptable to the Government of Australia and to confirm that the Embassy's Note, together with this reply, shall constitute an Agreement between the two Governments further extending the Agreement relating to Scientific and Technical Co-operation, signed at Canberra on 16 October 1968 and renewed by exchanges of notes in 1973, 1978, 1983 and 1984, for a period of twelve months commencing from 16 October 1984.

The Department of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

DEPARTMENT OF FOREIGN AFFAIRS AUSTRALIA CANBERRA

CANBERRA A.C.T. 2600
11 December 1984

MOROCCO

Finance: Consolidation and Rescheduling of Certain Debts

Agreement signed at Rabat December 30, 1983;
Entered into force February 10, 1984.

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE KINGDOM OF MOROCCO
REGARDING THE CONSOLIDATION AND RESCHEDULING OF
CERTAIN DEBTS OWED TO, GUARANTEED BY OR INSURED
BY THE UNITED STATES GOVERNMENT AND ITS AGENCIES

The United States of America (The "United States") and the Kingdom of Morocco ("Morocco") agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on the Consolidation of Morocco's Debts, signed at Paris on October 25, 1983, by representatives of certain nations, including the United States, and agreed to by the representative of Morocco, hereinafter referred to as the "Minute", the United States and Morocco agree to consolidate and reschedule certain Moroccan payments with respect to debts which are owed to, guaranteed by or insured by the United States Government or its agencies, as provided for in this Agreement.

2. This Agreement shall be implemented by separate agreements (the "Implementing Agreements"), between Morocco and the United States with respect to PL-480 Agreements, and between Morocco and each of the following United States agencies: the Agency for International Development, the Export-Import Bank of the United States, the Commodity Credit Corporation and the United States Department of Defense. The Department of Defense will include in its Implementing Agreement amounts which it will pay the Federal Financing Bank pursuant to contracts of guaranty covering contracts between the Federal Financing Bank and Morocco.

ARTICLE II

Definitions

1. "Contracts" means those agreements or other financial arrangements which have maturities denominated and payable in currencies other than the Moroccan dirham originally falling due during the Consolidation Period and which relate to:

(a) Commercial credits extended, guaranteed or insured by the United States Government or its Agencies, which credits had original maturities of more than one year and which were extended pursuant to an agreement concluded before May 1, 1983.

(b) Loans and PL-480 credits from the United States Government or its Agencies which had original maturities of more than one year and which were extended pursuant to an agreement concluded before May 1, 1983.

2. "Debt" means the sum of unpaid principal, interest and fees with respect to the Contracts falling due during the Consolidation Period. It is understood that, for Debt which is guaranteed or insured by a United States Government Agency, this Agreement will apply only to that portion of such payments of principal and interest which is covered by an assurance agreement or payment guarantee with such Agency.

3. "Consolidated Debt" means eighty-five percent of the amount of the Debt. "Non-consolidated Debt" means the remaining fifteen percent of the Debt.

4. "Consolidation Period" means the period from September 1, 1983 through December 31, 1984 inclusive.

5. "Interest" means interest on Arrears, Consolidated Debt and those portions of the Non-Consolidated Debt due on December 31, 1984, December 31, 1985, and December 31, 1986. Interest is payable in accordance with the terms of this Agreement and on any due and unpaid

installments of Interest accruing thereon. Interest shall begin to accrue at the rates set forth in this Agreement on the respective due dates specified in each of the Contracts for each scheduled payment of Debt, excluding that portion of the Non-consolidated Debt to be paid according to the terms of the original Contracts, and shall continue to accrue on the outstanding balance of the Debt, including any due but unpaid installments of Debt, until such outstanding balances are repaid in full. "Additional Interest" shall begin to accrue at the rates set forth in the implementing agreements on due but unpaid installments of Interest, Arrears, and Consolidated and Non-consolidated Debt, on the respective due dates for such installments as established by this Agreement and the implementing agreements, and shall continue to accrue until such amounts are repaid in full.

6. "Agency" means the United States Agency for International Development, the Export-Import Bank of the United States, the Commodity Credit Corporation, and the United States Department of Defense.

7. "Arrears" means the sum of principal, interest and fees, with respect to Contracts, which was due as of August 31, 1983, and unpaid.

ARTICLE III

Terms and Conditions of Payment

1. Morocco agrees to repay the Consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Consolidated Debt, which amounts to approximately $169 million, shall be repaid in eight equal and consecutive semi-annual installments of approximately $21 million, payable on each September 30 and March 31, commencing on September 30, 1988, with the final installment payable on March 31, 1992.

(b) The rate of Interest on Consolidated Debt and on any unpaid Interest thereon shall be 3.2 percent per calendar year on the outstanding balance of such payments due to the Agency for International Development, 3 percent per calendar year on the outstanding balance of such payments due to the United States with respect to PL-480 agreements, and 10.18 percent per calendar year on the outstanding balance of such payments due to or guaranteed by the Department of Defense.

(c) For the Export-Import Bank of the United States, the rate of Interest on Consolidated Debt shall be Eximbank's cost for new medium-term borrowings

plus one half of one percent. For Interest accruing during the period September 1, 1983 through April 1, 1984, the annual rate shall be 11.208 percent. For each subsequent six-month period, the Export-Import Bank of the United States shall notify Morocco of the appropriate rate prior to the beginning of such six-month period.

(d) For the Commodity Credit Corporation the rate of Interest on Debt and unpaid Interest thereon shall be determined on an annual basis and will reflect the cost of borrowing by the Corporation. For Interest accruing in calendar year 1983 the rate shall be 11 percent per annum. For Interest accruing in 1984 and in subsequent years, the Commodity Credit Corporation shall notify Morocco of the applicable rate no more than thirty days after the beginning of each such year.

(e) All interest payable with respect to the Consolidated Debt shall be paid semi-annually on March 31 and September 30 of each year commencing on September 30, 1984.

(f) A table summarizing the amounts of the Consolidated Debt owed to the United States and its Agencies is attached hereto as Annex B.

2. Morocco agrees to repay the Non-consolidated Debt, which amounts to approximately $30 million, in accordance with the following terms and conditions:

(a) 2.5 percent of the Debt, which amounts to approximately $5 million, shall be paid according to the terms of the original Contracts. Amounts already due and unpaid are payable no later than December 31, 1983.

(b) 2.5 percent of the Debt, which amounts to approximately $5 million shall be paid on December 31, 1984.

(c) Two equal installments of 5 percent of the Debt, which amount to approximately $10 million each, shall be paid on December 31, 1985, and December 31, 1986, respectively.

(d) The rates of Interest on Non-consolidated Debt due and on any due and unpaid Interest accruing thereon shall be the same as the rates specified in Article III, Paragraph 1(b), (c) and (d) of this Agreement.

(e) Interest with respect to the Non-Consolidated Debt shall be paid in semi-annual installments beginning on June 30, 1984, and ending on December 31, 1986.

(f) A table summarizing the amounts of Non-Consolidated Debt owed to the United States Government agencies is attached hereto as Annex C.

3. Morocco agrees to repay Arrears which amount to approximately $51 million in accordance with the following terms and conditions:

(a) 10 percent of the Arrears, which amounts to approximately $5 million, shall be paid on October 31, 1984.

(b) 90 percent of the Arrears, which amounts to approximately $46 million, shall be paid in five equal and consecutive semi-annual installments of 18 percent of the Arrears, payable on each April 30 and October 31, beginning on April 30, 1985, and ending on April 30, 1987.

(c) The rate of Interest on Arrears due and on any due and unpaid Interest accruing thereon shall be the same as the rates specified in Article III, Paragraph 1(b), (c) and (d) of this Agreement.

(d) Interest with respect to the Arrears shall be paid in semi-annual installments on April 30 and October 31 beginning on April 30, 1984 and ending on April 30, 1987.

(e) A table summarizing the amounts of Arrears to United States Government agencies is attached hereto as Annex C.

4. It is understood that adjustments may be made, as necessary, in the amounts of Consolidated and Non-Consolidated Debt and Arrears by the Implementing Agreements.

ARTICLE IV

GENERAL PROVISIONS

1. Morocco agrees to grant to the United States, and to any other creditor which is party to a Contract, treatment and terms no less favorable than that which may be accorded to any other creditor country or its agencies for the rescheduling or refinancing of debts covered by the Minute.

2. Except as they may be modified by this Agreement or the subsequent Implementing Agreements, all terms of the Contracts remain in full force and effect.

3. Morocco undertakes to pay all debt service due and not paid, and owed to or guaranteed by the United States Government or its Agencies, and not covered by this Agreement as soon as possible, and in any case not later than December 31, 1983.

ARTICLE V

Entry Into Force

1. This agreement shall enter into force following signature of the Agreement and receipt by Morocco of written notice from the United States Government that all necessary domestic legal requirements for entry into force of this Agreement have been fulfilled.[1]

Done at Rabat, Morocco, in duplicate in the English and French languages, both texts being equally authentic, this 30th day of December, 1983.

FOR THE UNITED STATES OF AMERICA

Robert T. Curran
Charge d'Affaires, a.i.

FOR THE KINGDOM OF MOROCCO

S.E. Abdellatif Jouahri
Ministre des Finances

[1] Feb. 10, 1984.

Annex A

Contracts Subject to Rescheduling

Agency for International Development
Loan Number

608-B-004	608-B-009	608-B-012	608-K-013
608-H-020	608-H-020A	608-H-028	608-H-031
608-H-032	608-H-036	608-H-038	608-H-039
608-H-040	608-H-041	608-H-042	608-H-043
608-T-044			

EXIM Bank
Loan Number

4866	4866A	5882	6124
6274	6389	6696	6696A
6780	6952	7052	7177
7048-I	PF-6476	FG-7202	

USDA: PL-480
Loan Number

4-21-66	8-12-66	4-20-67	10-27-67
5-02-68	2-25-69	2-25-69	9-04-70
9-04-70	1-21-71	1-21-71	8-18-71
8-18-71	4-19-73	5-17-76	7-26-77
2-03-78	8-28-79	5-21-80	7-03-81
8-19-82	GSM-102 Guarantees		

Department of Defense
Loan Number

721D	722D	731D	741D
751G	761G	771G	781G
791G	792G	801G	811G
821G	831G		

Annex B

Summary of Consolidated Debt*
(thousands of U.S. dollars)

Department of Defense	48,734
Agency for International Development	6,119
Export Import Bank	24,877
Department of Agriculture - PL 480	13,972
Commodity Credit Corporation	75,725
TOTAL	169,427

Annex C

Summary of Non-consolidated Debt*
(thousands of U.S. dollars)

Department of Defense	8,600
Agency for International Development	1,080
Export Import Bank	4,390
Department of Agriculture - PL 480	2,455
Commodity Credit Corporation	13,363
TOTAL	29,899

*Data are rounded and subject to revision per Article III, paragraph 4

Annex D

Summary of Arrears
(thousands of U.S. dollars)

Department of Defense	44,279
Agency for International Development	0
Export Import Bank	6,407
Department of Agriculture - PL 480	3
Commodity Credit Corporation	0
TOTAL	50,689

ACCORD ENTRE

LES ETATS-UNIS D'AMERIQUE ET
LE ROYAUME DU MAROC

CONCERNANT LA CONSOLIDATION ET LE REECHELONNEMENT DE CERTAINES DETTES DUES AU GOUVERNEMENT DES ETATS-UNIS ET GARANTIES OU ASSUREES PAR LE GOUVERNEMENT DES ETATS-UNIS ET PAR SES ORGANISMES

Les Etats-Unis d'Amérique (les "Etats-Unis") et le Royaume du Maroc (le "Maroc") sont convenus de ce qui suit :

ARTICLE PREMIER

Application de l'Accord

1. Conformément aux recommandations figurant dans le Procès-verbal agréé sur la Consolidation des Dettes du Maroc, ci-après dénommé le "Procès-Verbal" et signé à Paris le 25 Octobre 1983 par les Représentants de certains pays y compris les Etats-Unis et agréé par le Représentant du Maro les Etats-Unis et le Maroc conviennent par les présentes de consolider et de rééchelonner certains paiements du Maroc relatifs aux Dettes contractées envers le Gouvernement des Etats-Unis garanties ou assurées par le Gouvernement des Etats-Unis ou par ses organismes, comme prévu aux termes du présent Accord.

2. Le présent Accord sera exécuté par voie d'accords distincts (les "Accords d'exécution") entre le Maroc et les Etats-Unis pour ce qui est des Accords PL 480, et entre le Maroc et chacun des organismes des Etats-Unis suivants : l'Agence pour le Développement International l'Export-Import Bank Of the United States, la Commodity Credit Corporation et le Ministère de la Défense des Etats-Unis. Le Ministère de la Défense inclura dans son Accord d'exécution les montants qu'il versera à la Federal Financing Bank en vertu de Contrats de garantie courant les Contrats entre la Federal Financing Bank et le Maroc.

ARTICLE II

Définitions

1. Le terme "Contrats" signifie les accords ou autres arrangements financiers dont les échéances stipulées et payables en monnaies autres que le dirham marocain tombent à l'origine durant la Période de consolidation et qui portent sur :

   a) des crédits commerciaux accordés, garantis ou assurés par le Gouvernement des Etats-Unis ou par ses organismes, lesdits crédits comportant à l'origine des échéances de plus d'un an et ayant été consentis en vertu d'un accord conclu avant le 1er mai 1983 ;

   b) des prêts et des crédits PL-480 consentis p' le Gouvernement des Etats-Unis ou par ses organismes, lesquels avaient, à l'origine, des échéances de plus d'un an et étaient consentis en vertu d'un accord conclu avant le 1er mai 1983 ;

2. Le terme "Dette" signifie la somme du principal, des intérêts et des commissions liés aux Contrats arrivant à échéan durant la période de consolidation. Il est entendu que, pou la Dette qui est garantie ou assurée par un organisme des Etats-Unis, le présent Accord ne s'appliquera qu'à la portion du principal et des intérêts qui est couverte par un accord d'assurance ou une garantie de paiement avec ledit organisme.

3. L'expression "Dette consolidée" se rapporte à quatre-vingt cinq pour cent du montant de la Dette. L'expression "Dette non consolidée" se rapporte au solde de quinze pour cent de la Dette.

4. L'expression "Période de consolidation" désigne la période allant du 1er septembre 1983 au 31 décembre 1984 inclusivement.

5. Le terme "Intérêts" signifie les intérêts sur les Arriérés, la Dette consolidée et les portions de la Dette consolidée exigibles les 31 décembre 1984, 31 décembre 1985 et 31 décembre 1986. Les intérêts sont exigibles conformément aux termes du présent Accord et sur toutes les tranches de règlement dues mais non réglées des intérêts courus sur lesdits Arriérés et ladite Dette. Les Intérêts commenceront à courir aux taux stipulés dans le présent Accord à compter des dates respectives d'échéances stipulées dans chacun des Contrats pour chacun des paiements prévus de la Dette, à l'exception de la portion de la Dette non consolidée devant être réglée conformément aux termes des Contrats d'origine, et continueront de courir sur l'encours de la Dette, y compris toutes les tranches dues mais non payées de la Dette, jusqu'à ce que lesdits montants soient remboursés intégralement. Les "Intérêts additionnels" commenceront à courir aux taux stipulés dans les Accords d'exécution sur les tranches d'Intérêts, d'Arriérés, de Dette consolidée et de Dette non consolidée arrivées à échéance mais non encore réglées, aux dates d'échéance respectives desdites tranches telles qu'elles sont etablis par le présent Accord et les Accords d'exécution, et continueront de courir jusqu'à ce que lesdits montants soient remboursés intégralement.

6. Le Terme "Organisme" signifie l'Agence pour le Développemen International des Etats-Unis, l'Export-Import Bank of the United States, la Commodity Credit Corporation et le Ministère de la Défense des Etats-Unis.

7. Le terme "Arriérés" signifie la somme du principal, des intérêts et des commissions non payés liés aux Contrats et arrivant à échéance le 31 août 1983.

ARTICLE III

Modalités et conditions de paiement

1. Le Maroc convient de rembourser la Dette consolidée en dollar des Etats-Unis conformément aux modalités et conditions suivantes :

a) la Dette consolidée, s'élevant à environ 169 millions de dollars, sera remboursée en huit tranches semestrielles égales et consécutives d'environ 21 millions de dollars, exigibles le 30 septembre et le 31 mars de chaque année, à partir du 30 septembre 1988, la dernière tranche étant exigible le 31 mars 1992.

b) le taux d'intérêt sur la Dette consolidée et sur tous intérêts y relatifs non payés sera de 3,2 pour cent par année civile sur le solde non réglé des paiements dus à l'Agence pour le Développement International, 3 pour cent par année civile sur le solde non réglé des paiements dus aux Etats-Unis en ce qui concerne les accords PL-480 et 10,18 pour cent par année civile sur le solde non réglé des paiements dus au Ministère de la Défense ou garantis par lui.

c) Pour l'Export-Import Bank of the United States, le taux d'intérêt sur la Dette consolidée sera le taux payé par l'Eximbank pour les nouveaux emprunts à moyen terme, plus un demi de un pour cent. En ce qui concerne les intérêts courant durant la période allant du 1er septembre 1983 au 1er avril 1984 inclusivement, le taux annuel sera de 11,208 pour cent. Pour chaque période ultérieure de six mois, l'Export-Import Bank of the United States informera le Maroc du taux approprié préalablement au commencement de ladite période de six mois.

d) Pour la Commodity Credit Corporation, le taux d'intérêt sur la Dette et l'intérêt y relatif non payé sera déterminé annuellement et reflètera le coût de l'emprunt imputable à cet Organisme.

Pour l'intérêt courant durant l'année 1983, le taux sera de 11 pour cent par an. Pour l'intérêt courant en 1984 et durant les années suivantes, la Commodity Credit Corporation informera le Maroc du taux applicable trente jours au plus tard après le commencement de l'année concernée.

e) Tous les intérêts payables sur la Dette consolidée seront payés semestriellement le 31 mars et le 30 septembre de chaque année à partir du 30 septembre 1984

f) Un tableau récapitulatif des montants de la Dette consolidée due aux Etats-Unis et à leurs organismes figure à l'Annexe B au présent Accord.

2. Le Maroc accepte de régler la Dette non consolidée, qui se monte à environ 30 millions de dollars, conformément aux modalités et conditions suivantes :

a) 2,5 pour cent de la Dette, soit environ 5 millions de dollars, seront payés conformément aux termes des Contrats d'origine. Les montants dus mais non encore réglés sont exigibles le 31 décembre 1983 au plus tard.

b) 2,5 pour cent de la Dette, soit environ 5 millions de dollars seront payés le 31 décembre 1984.

c) Deux tranches égales de 5 pour cent de la dette, dont chacune se monte à environ 10 millions de dollars, seront payées le 31 décembre 1985 et le 31 décembre 1986 respectivement.

d) Les taux d'intérêt sur la Dette non consolidée et sur tous les intérêts de ladite Dette non consolidée arrivés à échéance mais non réglés seront les mêmes que le taux déterminés conformément aux paragraphes 1b), c) et d) de l'Article III du présent Accord.

e) Les intérêts concernant la dette non consolidée seront payés semestriellement à partir du 30 juin 1984, le dernier paiement étant fixé au 31 décembre 1986.

f) Un tableau récapitulatif des montants de la Dette non consolidée due aux organismes des Etats-Unis figure à l'Annexe C aux présentes.

3. Le Maroc accepte de payer les Arriérés, qui se montent à environ 51 millions de dollars, conformément aux modalités et conditions suivantes :

a) 10 pour cent des Arriérés, soit environ 5 millions de dollars, seront payés le 31 octobre 1984.

b) 90 pour cent des Arriérés, soit environ 46 millions de dollars, seront payés en cinq tranches semestrielles égales et consécutives de 18 pour cent des Arriérés payables tous les 30 avril et 31 octobre, du 30 avril 1985 au 30 avril 1987.

c) Les taux d'intérêts sur les Arriérés et sur tous les intérêts desdits Arriérés arrivés à échéance mais non payés seront les mêmes que les taux stipulés aux paragraphes 1b), c) et d) de l'Article III du présent Accord.

d) Les intérêts concernant les Arriérés seront payés en tranches semestrielles les 30 avril et 31 octobre à partir du 30 avril 1984, le dernier paiement étant fixé au 30 avril 1987.

e) Un tableau récapitulatif des montants des Arriérés dus aux organismes du Gouvernement des Etats-Unis figure à l'Annexe C au présent Accord.

4. Il est entendu que des ajustements peuvent être apportés, le cas échéant, aux montants de la Dette consolidée, de la Dette non consolidée et des Arriérés par les Accords d'exécution.

ARTICLE IV

DISPOSITIONS GENERALES

1. Le Maroc convient d'accorder aux Etats-Unis et à tout autre créancier qui est partie à un Contrat un traitement et des conditions non moins favorable que ceux qui seraient accordés à tout autre pays créancier ou à ses organismes pour le rééchelonnement ou le refinancement des dettes couvertes par le Procès-verbal.

2. Sauf dans la mesure où elles peuvent être modifiées par le présent Accord ou par les Accords d'exécution ultérieurs, toutes les conditions des contrats demeurent intégralement en vigueur.

3. Le Maroc s'engage à payer tout service de la dette dû et non réglé, dû au Gouvernement des Etats-Unis ou à ses organismes ou garanti par eux, et non couvert par le présent Accord le plus tôt possible et, en tout cas, le 31 Décembre 1983 au plus tard.

ARTICLE V

Entrée en vigueur

1. Le présent Accord entrera en vigueur dès signature de l'Accord et dès réception par le Maroc d'une notification écrite du Gouvernement des Etats-Unis l'avisant que toutes les conditions nécessaires d'ordre juridique requises pour l'entrée en vigueur du présent Accord ont été remplies.

Fait à Rabat, en double exemplaire, ce 30 Décembre de 1983 en anglais et en français, les deux textes faisant également foi.

POUR LES ETATS-UNIS D'AMERIQUE

ROBERT T. CURRAN
Chargé d'Affaires

POUR LE ROYAUME DU MAROC

Abdellatif JOUAHRI
Ministre des Finances

ANNEX A

Contrats sujets au rééchelonnement

Agence pour le Développement international

Numéro du prêt

608-B-004	608-B-009	608-B-012	608-K-013
608-H-020	608-H-020 A	608-H-028	608-H-031
608-H-032	608-H-036	608-H-038	608-H-039
608-H-040	608-H-041	608-H-042	608-H-043
608-T-044			

EXIMBANK

Numéro du prêt

4866	4866 A	5882	6124
6274	6389	6696	6696 A
6780	6952	7052	7177
7048-I	PF-6476	FG-7202	

USDA : PL-480

Numéro du prêt

4-21-66	8-12-66	4-20-67	10-27-67
5-02-68	2-25-69	2-25-69	9-04-70
9-04-70	1-21-71	1-21-71	8-18-71
8-18-71	4-19-73	5-17-76	7-26-77
2-03-78	8-28-79	5-21-80	7-03-81
8-19-82			

Ministère de la Défense

Numéro du prêt

721 D	722 D	731 D	741 D
751 G	761 G	771 G	781 G
791 G	792 G	801 G	811 G
821 G	831 G		

Commodity Credit Corporation

GMS-102 Crédits

Annexe B

Récapitulatif de la Dette consolidée *
(en milliers de dollars des Etats-Unis)

Ministère de la Défense	48 734
Agence pour le Développement International	6 119
Export - Import Bank	24 877
Ministère de l'Agriculture - PL 480	13 972
Commodity Credit Corporation	75 725
Total	169 427

* Les chiffres ont été arrondis et sont sujets à révision aux termes du paragraphe 4 de l'Article III.

Annexe C

Récapitulatif de la Dette non consolidée*

(en Milliers de dollars des Etats-Unis)

Ministère de la Défense	8 600
Agence pour le Développement International	1 080
Export-Import Bank	4 390
Ministère de l'Agriculture - PL 480	2 455
Commodity Credit Corporation	13 363
TOTAL	29 899

* Les chiffres ont été arrondis et sont sujets à révision aux termes du paragraphe 4 de l'Article III.

Annexe D

Récapitulatif des arriérés
(en Milliers de dollars des Etats-Unis)

Ministère de la Défense	44 279
Agence pour le Développement international	C
Export - Import Bank	6
Ministère de l'Agriculture - PL 480	3
Commodity Credit Corporation	0
TOTAL	50 689

CANADA

Aviation: Transport Services

Agreements amending the agreement of January 17, 1966, as amended.
Effected by exchange of letters
Signed at Washington May 4, 1984;
Entered into force May 4, 1984.
And exchange of notes
Signed at Ottawa May 24, 1984;
Entered into force May 24, 1984.

The Chairman, U.S. Delegation to the Canadian Minister

United States Department of State

Washington, D.C. 20520

[May 4, 1984]

Mr. Jacques S. Roy
Minister (Economic)
Canadian Embassy
1746 Massachusetts Ave., N.W.
Washington, D.C. 20036

Dear Mr. Roy:

I am writing with reference to the discussions between Canada's Minister of Transport, the Honorable Lloyd Axworthy and Mr. Matthew Scocozza, the Assistant Secretary for Policy and International Affairs of the United States Department of Transportation, which took place in Ottawa on March 29, 1984, and to consultations between delegations representing the Government of the United States of America and the Government of Canada which took place in Washington on May 3-4, 1984. During those discussions in Ottawa and Washington the participants reached the following interpretation and understandings regarding the phrase "...in reasonable proximity to the direct route..." in subparagraph 1 of paragraph (a) of Article III of the Air Transport Agreement Between the Government of the United States of America and the Government of Canada of January 17, 1966, as amended.[1]

The "additional traffic stop" (intermediate point) shall be in "reasonable proximity to the direct route" if it lies within a rectangular corridor described as follows. The sides of the rectangle shall be comprised of lines 100 nautical miles perpendicular in distance from either side of and parallel to a straight line connecting a named homeland terminal and a named non-homeland terminal on the route. The ends of the rectangle shall be comprised of lines extending 100 nautical miles in both directions from both named terminals and perpendicular to the straight line formed by the direct route.

On routes having coterminals in one or both countries, a separate rectangular corridor to determine "reasonable proximity" shall be made for each transborder sector from each of the coterminal points in one country to each of the coterminal points in the other country. Nonstop service between the intermediate point and the non-homeland point may take place only where the intermediate point lies within the rectangular corridor applicable to the transborder sector served. However, the fact that a point may qualify as an intermediate on one transborder sector, but not on another, on

[1] TIAS 5972, 7824, 10258; 17 UST 201; 25 UST 748; 33 UST 3759.

the same route, shall in no way limit agreed rights applicable to the route (such as the right to serve another non-homeland coterminal on the route after serving the permitted intermediate point, with full traffic rights to and from the permitted intermediate point).

Measurements shall be made from airports to be served, not city centers.

The above interpretation notwithstanding, Salt Lake City may be served as an intermediate point on Route F.2 under Schedule I by any airline designated for that route. Also, points previously recognized by both Contracting Parties as intermediate points shall continue to be so recognized, including: Syracuse on Route A.9, Fargo and Grand Forks on Route C.2, and Portland on Route F.1 of Schedule I; Saint John on Route A.2, Yarmouth on Route A.2, and London on Route C.5 of Schedule II.

I should be grateful if you would confirm that the Government of Canada concurs in the above interpretation and understandings.

Yours sincerely,

Samuel C. Keiter

Samuel C. Keiter
Chairman, U.S. Delegation

The Canadian Minister to the Chairman, U.S. Delegation

Canadian Embassy Ambassade du Canada

1746 Massachusetts Avenue N.W.
Washington, D.C. 20036-1985

4 May 1984

Mr. Samuel C. Keiter
Chairman
U.S. Delegation
Room 5535
Department of State
Washington, D.C. 20520

Dear Mr. Keiter,

I refer to your letter of this date which reads as follows:

"I am writing with reference to the discussions between Canada's Minister of Transport, the Honourable Lloyd Axworthy and Mr. Matthew Scocozza, the Assistant Secretary for Policy and International Affairs of the United States Department of Transportation, which took place in Ottawa on March 29, 1984, and to consultations between delegations representing the Government of the United States of America and the Government of Canada which took place in Washington on May 3-4, 1984. During those discussions in Ottawa and Washington the participants reached the following interpretation and understandings regarding the phrase "...in reasonable proximity to the direct route..." in subparagraph 1 of paragraph (a) of Article III of the Air Transport Agreement Between the Government of the United States of America and the Government of Canada of January 17, 1966, as amended.

The "additional traffic stop" (intermediate point) shall be in "reasonable proximity to the direct route" if it lies within a rectangular corridor described as follows. The sides of the rectangle shall be comprised of lines 100 nautical miles perpendicular in distance from either side of and parallel to a straight line connecting a named homeland terminal and a named non-homeland terminal on the route. The ends of the rectangle shall be comprised of lines extending 100 nautical miles in both directions from both named terminals and perpendicular to the straight line formed by the direct route.

On routes having coterminals in one or both countries, a separate rectangular corridor to determine "reasonable proximity" shall be made for each transborder sector from each of the coterminal points in one country to each of the coterminal points in the other country. Nonstop service between the intermediate point and the non-homeland point may take place only where the intermediate point lies within the rectangular corridor applicable to the transborder sector served. However, the fact that a point may qualify as an intermediate on one transborder sector, but not on another, on the same route, shall in no way limit agreed rights applicable to the route (such as the right to serve another non-homeland coterminal on the route after serving the permitted intermediate point, with full traffic rights to and from the permitted intermediate point).

Measurements shall be made from airports to be served, not city centers.

The above interpretation notwithstanding, Salt Lake City may be served as an intermediate point on Route F.2 under Schedule I by any airline designated for that route. Also, points previously recognized by both Contracting Parties as intermediate points shall continue to be so recognized, including: Syracuse on Route A.9, Fargo and Grand Forks on Route C.2, and Portland on Route F.1 of Schedule I; Saint John on Route A.2, Yarmouth on Route A.2, and London on Route C.5 of Schedule II."

I am pleased to confirm that the Government of Canada concurs in the above interpretation and understandings.

Yours sincerely,

Jacques S. Roy

Jacques S. Roy
Minister (Economic)

The Canadian Chief Air Negotiator to the American Chief, Aviation Programs and Policy

[May 24, 1984]

Note No. ETT-1012

Sir,

I have the honour to refer to consultations held between the Minister of Transport of Canada, the Honourable Lloyd Axworthy and the Assistant Secretary for Policy and International Affairs of the United States Department of Transportation which took place in Ottawa on March 29, 1984, and to consultations between delegations representing the Government of Canada and the Government of the United States of America which took place in Washington on May 3-4, 1984. As a result of those discussions in Ottawa and Washington, I have the honour to propose that the following amendments be made to Schedules I and II of the May 8, 1974 Exchange of Notes between the Government of Canada and the Government of the United States of America amending the Air Transport Agreement between the two countries of January 17, 1966.

1. Add to Schedule I a new route, numbered H.1, to read as follows:

"H Caribbean Routes

1. San Juan-Toronto/Montreal (11) (12)"

2. Add, after footnote (10) of Schedule I two new footnotes.

Mr. Samuel Keiter
Chief, Aviation Programs and Policy
Department of State
C/O Embassy of the United States of America
Ottawa, Ontario

"(11) Notwithstanding the provisions of Article III(a) of the Agreement, additional traffic stops may not be made on Route H.1, provided, however that this shall in no way preclude through services, without change of aircraft or flight number, to points in the United States behind the United States terminal(s) on any other route by airlines designated for such other route, even though such service would, in effect, constitute service between the United States terminal and the Canadian terminals of Route H.1; provided, further, however, that on services over Route H.1, one intermediate point may be served in the continental United States with traffic rights between Canada and the continental United States point limited to in-transit traffic only. An airline designated for H.1 wishing to serve such intermediate point shall notify the Canadian aeronautical authorities of its choice of points and may change its choice on 30 days notice to such authorities.

(12) The United States airline designated to operate on Route H.1 shall not provide single or through-plane service to (or from) Canada to (or from) any point beyond San Juan in a third country so long as the Canadian airline designated for Route B.7 is not operating a service to (or from) that beyond point over San Juan."

3. Add to Schedule II a new route, to be numbered B.7 to read as follows:

"7. Montreal/Toronto-San Juan and beyond. (11)"

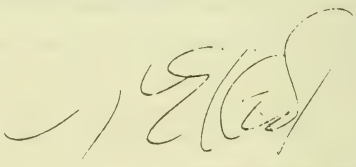
4. Amend, in footnote 5 of Schedule II, the list of route numbers, in both places where it appears, to read"...Routes B.4, B.6, B.7, C.3, E.1 and E.2...".

5. Add, after footnote 10 in Schedule II a new footnote.

"(11) The Government of Canada may name one island point in the Caribbean for services with full traffic rights beyond San Juan; this point may be changed by the Government of Canada on three months notice to the United States Government. Alternatively, one point in South America may be agreed by the Government of Canada and the Government of the United States of America for services beyond San Juan with full traffic rights."

If the foregoing is acceptable to the Government of the United States of America, I propose that this note, which is authentic in English and French, together with your reply to that effect shall constitute an Agreement between our two Governments which shall enter into force on the date of your reply.

Accept, sir, the renewed assurances of my highest consideration.



[1]

Chief Air Negotiator

[1] Geoffrey Elliot.

[French Text of Canadian Note]

Note No. ETT-1012

Monsieur,

J'ai l'honneur de me référer aux consultations qui ont eu lieu à Ottawa le 29 mars 1984 entre le ministre des Transports du Canada, l'honorable Lloyd Axworthy, et le sous-secrétaire à la Politique et aux Affaires internationales du département des Transports des Etats-Unis, ainsi qu'aux consultations qui ont eu lieu à Washington les 3 et 4 mai 1984 entre les délégations représentant le Gouvernement du Canada et le Gouvernement des Etats-Unis. Comme suite à ces consultations, j'ai l'honneur de proposer que soit modifiés comme il suit les Tableaux de routes I et II de L'Echange de Notes du 8 mai 1974 entre le Gouvernement du Canada et le Gouvernement des Etats-Unis d'Amérique modifiant l'Accord relatif au transport aérien entre les deux pays signé le 17 janvier 1966.

1. Ajouter au Tableau de routes I, la nouvelle route suivante, numérotée H.1:

M. Samuel Keiter
Chef, Progammes et Politique de l'aviation
Département d'Etat
A/S Ambassade des Etats Unis
Ottawa, Ontario,

"H. Routes antillaises

1. San Juan-Toronto/Montréal (11) (12)"

2. Ajouter, après la note 10 du tableau de routes I, les deux notes suivantes:

"(11) Nonobstant les dispositions du paragraphe a) de l'Article III de l'Accord, on ne pourra effectuer d'escales commerciales additionnelles sur la route H.1 pourvu, toutefois, que cette mesure n'interdise en aucune façon les services transitaires, sans changement d'aéronef ou de numéro de vol, vers des points aux Etats-Unis sur toute autre route par des entreprises de transport aérien désignées pour cette autre route, malgré le fait que ces services constitueraient en fait un service entre la tête de ligne des Etats-Unis et les têtes de ligne du Canada pour ce qui est de la route H.1, et pourvu en outre qu'un point intermédiaire situé sur le territoire continental des Etats-Unis puisse être desservi sur la route H.1, et que les droits de trafic entre le Canada et le point situé sur le territoire continental des Etats-Unis soient limités au trafic en transit. Une entreprise de transport aérien désignée pour exploiter la route H.1 et qui désire desservir un point intermédiaire doit aviser les autorités aéronautiques du Canada de son choix des points et peut modifier ce choix sur préavis de trente jours donné à ces autorités.

(12) L'entreprise de transport aérien des Etats-Unis désignée pour exploiter la route H.1 ne doit pas fournir de service transitaire sans changement d'avion ou de numéro de vol à destination du Canada vers (ou en provenance de) tout point situé au-delà de San Juan dans un pays tiers, pourvu que l'entreprise de transport aérien du Canada désignée pour exploiter la route B.7 n'exploite pas un service via San Juan en provenance ou à destination dudit point situé au-delà de San Juan."

3. Au Tableau de routes II, la nouvelle route suivante, numérotée B.7.

"7. Montréal/Toronto-San Juan et au-delà. (11)."

4. Modifier comme suit la liste des routes, aux deux entroits où elle figure, dans la note 5 du Tableau de routes II: "...route B.4, B.6, B.7, C.3, E.1. et E.2 ..."

5. Ajouter, après la note 10 du Tableau de routes II, la note suivante:

(11) Le Gouvernement du Canada peut nommer un point insulaire dans les Antilles pour ce qui concerne les services avec pleins droits de trafic au-delà de San Juan; ledit point peut être changé par le Gouvernement du Canada sur préavis de trois mois donné au Gouvernement des Etats-Unis. Ou encore, le Gouvernement du Canada et le Gouvernement des Etats-Unis peuvent s'entendre sur un point situé en Amérique du Sud pour ce qui concerne les services au-delà de San Juan avec pleins droits de trafic."

Si les dispositions qui précèdent agréent au Gouvernement des Etats-Unis d'Amérique, je propose que la présente Note, dont les versions anglaise et française font également foi, ainsi que votre réponse à la présente, constituent entre nos deux Gouvernements un accord qui entrera en vigueur à la date d'envoi de votre réponse.

Veuillez agreér, Monsieur, les assurances renouvelées de ma très hautre considération.

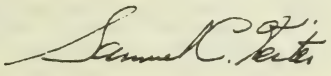
Le négociateur en chef
des accords aériens

The American Chief, Aviation Programs and Policy to the Canadian Chief Air Negotiator

Sir,

I have the honor to refer to your Note No. ETT-1012 and to inform you that the proposals contained in your Note, which is authentic in English and French, are acceptable to my Government and to confirm that your Note together with this reply shall constitute an agreement which enters into force on today's date.

Accept, Sir, the renewed assurances of my highest consideration.



Chief, Aviation Programs and Policy
Department of State

Ottawa, May 24, 1984

Mr. Geoffrey Elliot
Chief Air Negotiator
Department of External Affairs
Ottawa.

[RELATED LETTER]

May 4, 1984

The Honorable Lloyd Axworthy
Minister of Transport
Place de Ville
Ottawa K1AON5

Dear Mr. Minister:

Your recent letter containing proposals for solving our most emergent air service problems was appreciated and welcome. I certainly agree that these solutions should move us toward a more positive environment in U.S.-Canada civil aviation relations.

As a result of your personal attention and determination, it appears that the bilateral negotiating teams representing our two countries will be able to make considerable progress in the future, and hopefully, will be able to begin constructing an operating environment for the airlines of both countries which most certainly will benefit citizens of both our countries and the over-all air travel industry.

As you know, I am particularly pleased that we could agree to permit a U.S. airline to provide needed scheduled service between San Juan and Toronto and Montreal. Puerto Rico is an important part of President Reagan's efforts to encourage economic development in the Caribbean Basin and I am sure this new service will aid in that effort. In addition, our agreement to establish a precise definition for "reasonable proximity" plus the willingness of the Canadian Government to allow Western Airlines to continue to operate through Salt Lake City on its Los Angeles-Calgary/Edmonton route without a stop in Great Falls, Montana puts another troublesome issue behind us.

It is my understanding that our delegations have agreed to meet further on bilateral issues over the next twelve months. In light of this positive atmosphere, I want to personally assure you that the Department of Transportation has no intention of allowing any detrimental action to be taken against Canadian airlines' affiliated charter operations during that time.

Thank you, once again, for your personal attention and cooperation in these matters.

Sincerely,

/S/

Matthew V. Scocozza
Assistant Secretary
for Policy and International Affairs

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Aviation: Transport Services

Agreement amending the agreement of July 23, 1977, as amended.
Effected by exchange of notes
Dated at Washington May 25 and 31, 1984;
Entered into force May 31, 1984.

The Department of State to the British Embassy

The Department of State acknowledges receipt of the letter dated May 3, 1984 (your reference ECOA 180/14/2) from Her Britannic Majesty's Embassy.[1] That letter regarded the United States Government's proposal of April 10, 1984 and Her Majesty's Government's counterproposals of April 18,[1] concerning the timetable for the winter 1984/85 schedule filings under Annex 2 of the Air Services Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland.[2] The timetable the Government of the United States proposed was in accordance with the requirements of the Annex.

As our governments have discussed, the United States accepts Her Majesty's Government's proposed experimental timetable for schedule filings and discussions for the winter 1984/85 season only as described below.

Original schedule filing	1 June 1984
Amended schedules	15 June
Challenges	29 June
Notice of consistency	13 July
Request consultations	27 July
Start consultations	13 August
Schedules effective	17 August

The Department of State would be grateful to have a note confirming that the schedule described above is agreeable to Her Majesty's Government.

Department of State,
Washington,
[May 25, 1984]

[1] Not printed.

[2] TIAS 8641, 8965, 9722, 10059; 28 UST 5367; 29 UST 2680; 32 UST 524; 33 UST 655.

The British Embassy to the Department of State

NOTE NO 78

Her Britannic Majesty's Embassy acknowledges receipt of a Note dated May 25, 1984 from the Department of State concerning the timetable for the winter 1984/85 schedule filings under Annex 2 of the Air Services Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America

Her Majesty's Embassy is pleased to confirm that the schedule described in that Note is agreeable to Her Majesty's Government.

British Embassy
Washington DC

31 May 1984

THAILAND

Air Transport Services

Memorandum of understanding signed at Washington June 15, 1984;
Entered into force October 10, 1984.

MEMORANDUM OF UNDERSTANDING

1. Delegations representing the Governments of the Kingdom of Thailand and the United States of America met in Washington D.C. June 14-15, 1984 to continue discussions on air transport relations. Delegation lists are contained in Attachments 1 and 2.[1]

2. The consultations were conducted in the cordial and friendly atmosphere that has characterized Thai - U.S. aviation relations.

3. Both delegations expressed their views regarding their respective interpretations of Paragraph 5 of the Memorandum of Understanding dated June 15, 1979,[1] concerning "capacity and fuel problems at Tokyo airports" as they relate to additional frequencies in excess of four round trips per week on Route 3 via Tokyo. This paragraph addresses implementation of the bilateral Air Transport Services Agreement of December 7, 1979.[2]

4. The Thai delegation requested that Thai Airways International Ltd. be authorized to operate a fifth round-trip frequency per week on Thailand's Route 3 via Tokyo, commencing April 1985. The Thai delegation conveyed the intent of Thai Airways International Ltd. not to operate on Routes 1 and 2 via Japan for a three year period commencing April 1985.

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1 Not printed.
2 TIAS 9704; 32 UST 335.

5. In response, the U.S. delegation indicated that, in order to resolve the impasse and in reliance upon the assurances from the Thai delegation regarding the intention of Thai Airways International Ltd. not to operate on Routes 1 and 2 via Japan for a three year period commencing April 1985, Thai Airways International Ltd. could operate a fifth round-trip frequency per week with full traffic rights on Thailand's Route 3 via Tokyo commencing April 1985, subject to continued implementation of its intention not to operate on Routes 1 and 2 via Japan during the three year period commencing April 1985.

6. Both delegations agreed to hold consultations in the first six months of 1988 to discuss the matters addressed in this Memorandum of Understanding.

7. This Memorandum of Understanding shall enter into force upon receipt by the Government of the Kingdom of Thailand of a diplomatic note from the United States Government.[1]

Franklin K. Willis
Chairman
United States Delegation

Mom Luang Joengjan Kambhu
Chairman
Thai Delegation

Washington, D.C.
June 15, 1984

[1] Oct. 10, 1984.

JAMAICA

Air Transport Services

Agreement amending the agreement of October 2, 1969, as amended.
Effected by exchange of notes
Dated at Kingston July 17 and 23, 1984;
Entered into force July 23, 1984.

The American Embassy to the Jamaican Ministry of Foreign Affairs

No. 232

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Government of Jamaica and has the honor to refer to the Air Transport Agreement between the Government of the United States of America and the Government of Jamaica signed at Kingston October 2, 1969,[1] to the Air Transport Services Protocol between the United States of America and Jamaica signed at Kingston April 4, 1979,[2] and to the Consultations between the Governments of the United States and Jamaica held in Washington June 6-8, 1984.

The Embassy of the United States of America proposes that:

> In the event new non-stop scheduled combination service in the New York-Jamaica market is proposed prior to June 30, 1985, the parties agree to hold immediate consultations (within thirty days of a request by either party), with a view toward a temporary moratorium on such airline service and reductions in bilateral route rights for the designated Jamaican carrier.

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[1] TIAS 6770; 20 UST 2962.
[2] TIAS 9613; 31 UST 308.

If this proposal is acceptable to the Government of Jamaica, the Embassy of the United States of America proposes that this Note and the Ministry's Note in reply will constitute an Agreement between our two Governments to enter into force on the date of the Ministry's reply.

The Embassy of the United States of America avails itself of the opportunity to renew to the Ministry of Foreign Affairs of the Government of Jamaica the assurances of its highest consideration.

The Embassy of the United States of America

Kingston, July 17, 1984

The Jamaican Ministry of Foreign Affairs to the American Embassy

358/505/50

JAMAICAN FOREIGN SERVICE

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the latter's Note #232 dated July 17, 1984, which reads as follows:

[For text of the U.S. note, see pp. 2-3.]

The Ministry of Foreign Affairs wishes to state that the proposal is acceptable to the Government of Jamaica, and hereby confirms that this Note and the Note from the Embassy of the United States of America shall constitute an agreement between the Government of Jamaica and the Government of the United States of America which will enter into force from 23rd July, 1984 the date of this reply.

The Ministry of Foreign Affairs takes this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Embassy of the United States of America
Kingston, Jamaica

23rd July, 1984.

FEDERAL REPUBLIC OF GERMANY

Aviation: Air Traffic Control Systems

Agreement extending the memorandum of understanding of August 8 and 20, 1979.
Effected by exchange of letters
Signed at Bonn and Washington May 11 and July 31, 1984;
Entered into force July 31, 1984;
Effective August 20, 1984.

The German Director-General for Aeronautics and Space Research, Raw Materials, Geological and Transport R&D, to the Director of International Aviation, Federal Aviation Administration

Der Bundesminister für Forschung und Technologie

Geschäftszeichen

Tel (0228)
59-
oder 59-1

Datum
May 11, 1984

Associate Administrator
for Development and Logistics
Mr. A.T. Albrecht, ADL-1
Department of Transportation
Federal Aviation Administration
800 Independence Ave. S.W.
Washington, D.C. 20591
USA

Translation

Dear Mr. Albrecht:

With interest and satisfaction I have taken note of the deliberations under agenda item 5 of the report of the last BMFT/FAA Joint Committee Meeting of February 13, 1984, in Washington/D.C.

In response to the mutually expressed desire to extend the present Memorandum of Understanding the Federal Ministry for Research and Technology of the Federal Republic of Germany wishes formally to recognize the fine and fruitful cooperation which has taken place since the signing of the Memorandum of Understanding with the Department of Transport/Federal Aviation Administration of the United States of America on August 8 and 20, 1979.[1] In addition, I feel that the unanimous agreement of both parties to expand the scope of cooperative work, as exemplified by six new Technical Annexes, confirms the viability and mutually beneficial character of our joint cooperative endeavours.

[1] TIAS 9592; 30 UST 7361.

The Federal Ministry for Research and Technology, therefore, proposes that the Memorandum of Understanding be extended beyond August 20, 1984 by another period of five years under the same terms and conditions in order to continue our mutually beneficial cooperation. If this proposal meets with your concurrence, this letter and your affirmative reply will constitute an agreement to extend the 1979 Memorandum of Understanding with effect from August 20, 1984.

Sincerely yours,

Dr. Finke

Director-General for Aeronautics
and Space Research, Raw Materials,
Geological and Transport R&D

The Director of International Aviation, Federal Aviation Administration to the German Director-General for Aeronautics and Space Research, Raw Materials, Geological and Transport R&D

31 Jul 1984

Dr. Finke
Director-General for Aeronautics
Bundesminister fur Forschung
und Technologie
Postfach 200706
5300 Bonn 2, Germany

Dear Dr. Finke:

We were pleased to receive your letter to Mr. A. P. Albrecht of May 11, 1984, proposing an extension of the present Memorandum of Understanding (MOU) between our organizations for an additional five years. That proposal is hereby accepted.

Your proposal also referred to the six draft technical Annexes which resulted from the last Committee of Management meeting in February, with the exception of Annex II; we are prepared to finalize them. We have removed this Annex II from the set of new technical Annexes and, with your concurrence, will propose a separate MOU on this subject. We believe a separate MOU is necessary to provide separate funding for this effort. We will forward a proposed MOU for your review by separate letter. In addition, we have made some editorial changes to the remaining Annexes, so that the terminology conforms better to that used in the MOU.

We believe the extension of the agreement represents a continuing dedication to our joint cooperative aviation research efforts.

Sincerely,

Original Signed By
Thomas P. Messier

T. P. Messier
Director of
International Aviation

CANADA

Aviation: Regional, Local and Commuter Services

Agreement effected by exchange of notes
Signed at Montreal August 21, 1984;
Entered into force August 21, 1984.

The Canadian Minister for International Trade, Department of External Affairs to the American Ambassador

Department of External Affairs — Canada — Ministère des Affaires extérieures

Note No. ETT-1483

Excellency:

I have the honour to refer to the Air Transport Agreement between the Government of Canada and the Government of the United States of America of January 17, 1966, as amended (the 1966 Agreement).[1]

I wish to inform you that it is the understanding of the Government of Canada that during discussions between the Honourable Lloyd Axworthy, Minister of Transport in Canada, and Mr. Matthew Scocozza, Assistant Secretary of Transportation for Policy and International Affairs, and in subsequent discussions between officials of both countries, the need to introduce greater predictability and automaticity in the approval of applications for the provisions of regional and local services was recognized. To this end and in order to facilitate and encourage the provision of additional transborder services of a regional, local and commuter nature, especially between communities not now being well served, I have the honour to propose that Canada and the United States of America (the Contracting Parties) agree to the following:

His Excellency
Paul Heron Robinson, Jr.,
Ambassador of the United States Of America

[1] TIAS 5972, 7824, 10258; 17 UST 201; 25 UST 748; 33 UST 3759.

General Provisions

1. In addition to the services provided for in the 1966 Agreement, the needs of commerce may require other air services of a regional, local and commuter nature between the territories of the two countries for the carriage of passengers, cargo and mail, separately or in combination. Such services are intended to be operated and promoted as services between route terminals and their adjacent regions. Accordingly, either Contracting Party may, at its discretion, propose such additional services to the other, which may, at its discretion, give its approval to such additional services.

2. When a contracting Party approves the application of an airline or airlines to operate such additional services, that Contracting Party shall forward the application(s) to the other Contracting Party for approval to operate such services. Upon receipt of the application and satisfaction of the normal licensing requirements as provided for in Article VI, Paragraph (b) and subject to Article VII of the 1966 Agreement, the other Contracting Party shall expeditiously process the application for the service in question, give favourable consideration as

appropriate thereto, and inform the first Contracting Party of its decision. Procedural steps and documentation requirements for such applications shall be minimal. Upon approval by both Contracting Parties, such service may be put into operation.

3. Airlines of both Contracting Parties shall have fair and equal opportunity to operate the services provided for under this Agreement. The Contracting Parties agree to exercise their best efforts to assist airlines in obtaining the necessary access to airports and air terminal facilities. This provision shall not impose any obligation on the Contracting Parties to upgrade or expand facilities or services, including customs and immigration services.

4. An airline or airlines operating a service under this Agreement shall be subject to the obligations and entitled to the privileges of Articles III(d), VIII, IX, X, and XI of the 1966 Agreement.

Automatic Approval

5. Applications received from one Contracting Party shall receive automatic approval by the other Contracting Party if they meet all of the following criteria:

a. use of aircraft certified as capable of carrying no more than 60 passengers and having a maximum payload capacity of no more than 18,000 pounds;

b. serving city-pairs not named in the 1966 Agreement, except as provided for in Paragraph 7 below;

c. serving city-pairs of which at least one city has a metropolitan population of less than 500,000 in Canada or 1,000,000 in the United States; metropolitan populations are to be determined on the basis of the most recent decennial U.S. Department of Commerce Census reported as Standard Metropolitan Statistical Areas and for Canada the most recent decennial Canadian census reported on the basis of the Statistics Canada definition of Census Metropolitan Area;

d. a maximum transborder sector length of 400 statute miles to and from points in central Canada (i.e. points east of Thunder Bay and west of Quebec City), and 600 statute miles to and from all other points in Canada, except that these maximum sector lengths shall not apply to services to and from Alaska;

e. proposing service to a city-pair not served by another airline of the Contracting Party transmitting the application, except as provided in paragraph 7 below. For the purpose of this sub-paragraph, an airline authorized to serve a city-pair shall be considered to be serving it unless the Contracting Party that originally transmitted the application for such service has requested that the authorization be withdrawn.

6. If more than one application for service in the same city-pair market is received by a Contracting Party from its airlines, that Contracting Party shall determine which application is to be transmitted to the other Contracting Party for automatic approval.

7. A city-pair named in the 1966 Agreement may be served under these automatic approval provisions, provided that the airport served at one of the named cities is an airport other than that used by a designated airline or airlines when serving the named route between that city-pair, and provided that the application meets the other criteria in paragraph 5. Should such proposed service not meet these criteria, that proposal may nevertheless be approved at the discretion of the Contracting Parties.

8. Except as provided in paragraph 7 above, single-plane service between city-pairs named as routes in the Schedules to the 1966 Agreement, shall be prohibited. This prohibition shall not preclude the operation of single-plane services with aircraft certified as capable of carrying no more than 30 passengers and having a maximum payload capacity of no more than 8,000 pounds between city-pairs so named, provided such services are operated with one or more stops between the named cities.

Final Provisions

9. Consultations shall be held within 60 days of a request by either Contracting Party to consider applications which have not received either automatic or discretionary approval and at least annually to review the operation of this Agreement. Such applications shall be considered on their merits bearing in mind the objectives of this Agreement.

10. Authorizations approved pursuant to the 1966 Exchange of Notes on Regional and Local Air Services shall not be affected by the operation of this Agreement and in any case shall not be subject to any new or additional restrictions or

limitations. In addition, when new city-pairs are added to the Schedules of the 1966 Agreement, services previously approved under this Agreement, whether automatically or by discretion, shall be allowed to continue.

11. This Agreement shall supersede the Exchange of Notes L-9 and 278, done at Ottawa on January 17, 1966.

If the foregoing is acceptable to the United States of America, I propose that this Note, which is authentic in English and French, together with your reply to that effect, shall constitute an Agreement between our two Governments which shall enter into force on the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Francis Fox

Montreal, August 21, 1984

Department of External Affairs Ministère des Affaires extérieures

Canada

Note No. ETT - 1483

Excellence,

J'ai l'honneur de me référer à l'Accord relatif aux transports aériens entre le Gouvernement du Canada et le Gouvernement des États-Unis d'Amérique, en date du 17 janvier 1966, tel qu'il a été modifié (appelé ci-après l'Accord de 1966).

Je désire vous informer que le Gouvernement du Canada estime que, lors des discussions entre l'honorable Lloyd Axworthy, ministre des Transports du Canada, et M. Matthew Scocozza, secrétaire adjoint aux Transports (Politique et Affaires internationales), de même qu'à l'occasion des discussions qui ont suivi entre des représentants des deux pays, les deux Parties contractantes ont reconnu la nécessité d'introduire une plus grande prévisibilité et une meilleure automaticité en ce qui concerne l'approbation des demandes portant sur la prestation de services régionaux et locaux. À cette fin, et dans le but d'encourager la fourniture de services transfrontière additionnels (services locaux, régionaux et navettes), notamment afin de relier des communautés qui ne sont pas bien desservies à l'heure

Son Excellence M. Paul Heron Robinson, Jr.,
Ambassadeur des Etats-Unis d'Amérique

actuelle, j'ai l'honneur de proposer que le Canada et les États-Unis d'Amérique (appelés ci-après les Parties contractantes) conviennent de ce qui suit:

DISPOSITIONS GÉNÉRALES

1. Outre les services prévus aux termes de l'Accord de 1966, les nécessités du commerce peuvent requérir d'autres services aériens (services locaux, régionaux et navettes) entre les territoires des deux pays, aux fins du transport des passagers, du fret et du courrier, de façon séparée ou combinée. Ces services sont censés être exploités et annoncés comme services entre des têtes de ligne et leurs régions adjacentes. Par conséquent, chaque Partie contractante peut, à sa discrétion, proposer des services additionnels à l'autre Partie, qui peut, à sa discrétion, autoriser ces services.

2. Lorsqu'une Partie contractante approuve la demande faite par une ou des entreprises de transport aérien dans le but d'exploiter des services additionnels, elle doit acheminer cette demande à l'autre Partie contractante afin que cette dernière autorise l'exploitation des services en question. Sur réception de la demande et une fois satisfaites les exigences normales de délivrance des licences stipulées à l'alinéa b)de l'Article VI de l'Accord de 1966, et sous réserve de l'Article VII dudit Accord, l'autre Partie contractante traitera promptement la demande en question, y accordera l'attention favorable qui convient en l'espèce et informera la première Partie contractante de sa décision. Les formalités relatives au traitement de ces demandes seront réduites au minimum. Une fois que les deux Parties contractantes auront donné leur approbation, les services pourront être mis en exploitation.

3. Les entreprises des deux Parties contractantes bénéficieront du même traitement équitable quant à l'exploitation des services visés par le présent Accord. Les Parties contractantes conviennent de ne négliger aucun effort pour que les entreprises de transport aérien jouissent de l'accès nécessaire aux aéroports et aux installations aéroportuaires. Toutefois, la présente disposition n'imposera aucune obligation aux Parties contractantes en ce qui concerne l'amélioration des services aéroportuaires ou l'agrandissement des installations existantes, notamment en ce qui a trait aux services des douanes et de l'immigration.

4. L'entreprise ou les entreprises de transport aérien exploitant des services en vertu du présent Accord seront assujetties aux obligations et jouiront des privilèges qui leur sont impartis en vertu de l'alinéa d) de l'Article III, et des Articles VIII, IX, X et XI de l'Accord de 1966.

AUTORISATION AUTOMATIQUE

5. Les demandes reçues d'une Partie contractante seront approuvées automatiquement par l'autre Partie contractante si elles satisfont à tous les critères suivants:

a) utilisation d'un aéronef certifié capable de transporter un maximum de 60 passagers et dont la charge utile ne dépasse pas 18 000 livres;

b) aéronef affecté à des liaisons qui ne sont pas désignées dans l'Accord de 1966, sous réserve du paragraphe 7 ci-dessous;

c) aéronef affecté à des liaisons qui desservent au moins une ville dont l'agglomération urbaine compte moins de 500 000 habitants au Canada, ou moins d'un million d'habitants aux États-Unis; les agglomérations urbaines sont déterminées sur la foi du dernier recensement décennal effectué par le département du Commerce des États-Unis, d'après les Zones statistiques urbaines (Standard Metropolitan Statistical Areas), et, pour le Canada, sur la foi du dernier recensement décennal, établi d'après la définition que donne Statistique Canada de Région métropolitaine de recensement;

d) un trajet transfrontière d'une distance maximale de 400 milles terrestres en provenance et à destination de points situés au centre du Canada (c.-à-d. des points situés à l'est de Thunder Bay et à l'ouest de Québec), et de 600 milles terrestres pour tous les autres points au Canada, à l'exception des vols en provenance et à destination de l'Alaska, qui ne sont pas assujettis à la présente disposition.

e) proposition d'un service pour assurer une liaison qui n'est pas déjà assurée par un transporteur de la Partie contractante présentant la demande, sous réserve des dispositions du paragraphe 7 ci-après. Aux fins du présent sous-paragraphe, un transporteur autorisé à assurer une liaison est censé assurer effectivement cette liaison, à moins que la Partie contractante ayant originellement présenté la demande pour un tel service ait demandé que l'autorisation soit retirée.

6. Si une Partie contractante reçoit de ses transporteurs plus d'une demande en vue d'assurer une liaison donnée, la Partie contractante en cause décidera quelle demande il y a lieu de transmettre à l'autre Partie contractante pour approbation automatique.

7. Les liaisons désignées dans l'Accord de 1966 peuvent être assurées conformément aux présentes dispositions d'autorisation automatique, pourvu que l'aéroport desservi dans l'une des villes désignées soit différent de celui utilisé par une ou des entreprises désignées lorsque celle(s)-ci assure(nt) la même liaison, et à condition que la demande satisfasse aux critères énoncés au paragraphe 5. Le service proposé qui ne répond pas à ces critères pourra néanmoins être autorisé, si les Parties contractantes le jugent à propos.

8. Sauf dans les cas visés au paragraphe 7 ci-dessus, il est interdit d'assurer des services directs sur les routes mentionnées aux Annexes de l'Accord de 1966. Cette interdiction n'exclut pas l'exploitation de services directs avec un aéronef certifié capable de transporter un maximum de 30 passagers, dont la charge utile maximale ne dépasse pas 8 000 livres, pourvu qu'il y ait une ou plusieurs escales entre les villes desservies.

DISPOSITIONS FINALES

9. Des consultations se tiendront dans les soixante jours après que l'une ou l'autre Partie contractante en aura fait la demande, afin d'examiner les demandes qui n'ont pas reçu d'autorisation automatique ou discrétionnaire, et au moins une fois l'an, dans le but de revoir l'application de l'Accord. Ces demandes seront jugées au mérite, en gardant à l'esprit les objectifs du présent Accord.

10. Les autorisations accordées en vertu de l'Échange de Notes de 1966 concernant les services aériens de nature régionale ou locale ne seront pas touchées par l'application du présent Accord, et elles ne devront en aucun cas être assujetties à de nouvelles restrictions. Par ailleurs, l'ajout de nouvelles liaisons aux Annexes de l'Accord de 1966 n'empêchera pas la continuation des services ayant déjà été approuvés de façon automatique ou discrétionnaire en vertu du présent Accord.

11. Le présent Accord remplace les Échanges de Notes L-9 et 278, faits à Ottawa le 17 janvier 1966.

Si les dispositions qui précèdent agréent aux États-Unis d'Amérique, je propose que la présente Note, dont les versions française et anglaise font également foi, de même que votre réponse en ce sens, constituent entre nos deux Gouvernements un Accord qui entrera en vigueur à la date de votre réponse.

Acceptez, Excellence, les assurances renouvelées de ma très haute considération.

Francis Fox

Montréal, le 21 août 1984

The American Ambassador to the Canadian Minister for International Trade, Department of External Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 300 Montreal, August 21, 1984.

Sir:

I have the honor to refer to your Note No. ETT-1483, dated August 21, 1984, on the subject of Regional, Local and Commuter Services. I am pleased to inform you that the proposals contained in your Note, which is authentic in English and French, are acceptable to my Government and to confirm that your Note, together with this Note in reply, shall constitute an agreement which enters into force on today's date.

Accept, Sir, the renewed assurances of my highest consideration.

Paul W. Robinson Jr.

The Honorable Francis Fox,

Minister for International Trade,

Department of External Affairs,

Ottawa.

TIAS 11021

CANADA

Aviation: Transborder Air Services

Agreement effected by exchange of notes
Signed at Montreal August 21, 1984;
Entered into force August 21, 1984.

The Canadian Minister for International Trade to the American Ambassador

Department of External Affairs — Ministère des Affaires extérieures

Canada

Note No. ETT-1482

Excellency:

I have the honour to refer to the Air Transport Agreement between the Government of Canada and the Government of the United States of America of January 17, 1966, as amended (the 1966 Agreement);[1] to discussions between the Minister of Transport in Canada, the Honourable Lloyd Axworthy and the United States Assistant Secretary of Transportation for Policy and International Affairs, Mr. Matthew Scocozza; and to subsequent discussions between officials regarding the desirability of establishing an experimental programme to foster new transborder air services. To this end and in order to gain experience with innovative pricing and service mechanisms on transborder air services, I propose by this Note the following Experimental Transborder Air Services Programme (the Programme) to be operated by carriers designated by the Government of Canada and by carriers designated by the United States of America with reference to this Programme.

His Excellency
Paul Heron Robinson, Jr.,
Ambassador of the United States of America

[1] TIAS 5972, 7824, 10258; 17 UST 201; 25 UST 748; 33 UST 3759.

An airline or airlines designated by the Government of Canada or the Government of the United States of America (the Contracting Parties) under this Programme shall be licensed automatically by the aeronautical authorities of the other Contracting Party. The provisions of Articles VI (b) and VII of the 1966 Agreement shall apply to such licensing.

An airline or airlines designated by either of the Contracting Parties under this Programme shall have the right to operate air services for the carriage of passengers or passengers, cargo, and mail in combination and to make scheduled landings at the points permitted on the following route: Montreal (Mirabel) to and from any point or points in the United States. 1/ 2/

It is understood that the Government of the United States of America intends to initiate an experimental programme for transborder services to and from one U.S. airport to a point or points in Canada. The Contracting Parties agree to act expeditiously to work out

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1 Boston (Logan), New York (John F. Kennedy), Chicago (O'Hare), Los Angeles (International), San Francisco (International), Miami (International), and Seattle (Seattle-Tacoma) may not be served on this route; however, this shall not preclude U.S. designated carriers from serving these airports behind a U.S. point with a change of flight number at such point.

2 All flights on this route shall originate or terminate at Mirabel.

[Footnotes in the original.]

the details of such a programme in the same spirit of cooperation that marks the initiation of this Programme to and from Mirabel Airport.

Any number of designated airlines may serve a particular city-pair. Points in third countries shall not be served on single-plane services operated under this Programme.

Airlines of both Contracting Parties shall have fair and equal opportunity to operate services under this Programme. The Contracting Parties agree to exercise their best efforts to assist airlines to obtain the necessary access to airports and airport terminal facilities. This Programme shall not impose any obligations on the Contracting Parties to upgrade or expand existing airport facilities or services, including the provision of customs and immigration services.

Liberalized pricing provisions shall apply to the carriage of passengers under this Programme. Any fare proposed by an airline designated by either Contracting

Party shall be filed with the aeronautical authorities of both Contracting Parties at least fifteen days before the proposed date of introduction, unless permitted to be filed on shorter notice. Any such fare shall come into effect on the proposed date of introduction unless the aeronautical authorities of both countries, within ten days of filing, have notified one another of their dissatisfaction with the proposed fare. Should the aeronautical authorities of both Contracting Parties disapprove the fare they shall endeavour to reach agreement on the appropriate fare as soon as practicable and the previous fare in effect shall continue in effect until such agreement is reached. Should the Programme be terminated by either Contracting Party, tariffs reflecting such fares shall remain in effect through the period of their validity not to exceed one year from the date of termination of this Programme.

Should this Programme be terminated or changed so as to affect services initiated under it, the Governments of Canada and the United States of America shall endeavour to provide for such services in the Schedules of the 1966 Agreement. In any case, services initiated under this Programme shall be allowed to continue for at least one year from the date of such termination or change.

This Programme shall be in effect for three years from the date of the entry into force of this Agreement unless terminated by either Contracting Party on six months written notice to the other Contracting Party. The Contracting Party shall review this Programme at the end of thirty months to determine whether it should be continued, changed or terminated. Either Contracting Party may at any time request consultations on questions concerning the interpretation, application or amendment of this Agreement. Such consultation should commence as soon as practicable but in any event not later than sixty days from the date of receipt of the request for consultation, unless otherwise agreed by the Contracting Parties.

In providing services under this Programme the operating airline or airlines shall be subject to the obligations and entitled to the privileges embodied in Articles III (d), VIII, IX, X, and XI of the 1966 Agreement.

If the foregoing is acceptable to the United States of America, I propose that this Note, which is authentic in English and French, together with your reply

to that effect, shall constitute an Agreement between our two governments which shall enter into force on the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Francis Fox

Montreal, August 21, 1984

Department of External Affairs — Ministère des Affaires extérieures

Canada

Note No. ETT - 1482

Excellence,

J'ai l'honneur de me référer à l'Accord relatif aux transports aériens entre le Gouvernement du Canada et le Gouvernement des États-Unis d'Amérique, en date du 17 janvier 1966, tel qu'il a été modifié (appelé ci-après l'Accord de 1966), aux discussions qu'ont eues le ministre des Transports du Canada, l'honorable Lloyd Axworthy, et le secrétaire adjoint aux Transports (Politique et Affaires internationales) des États-Unis, M. Matthew Scocozza, ainsi qu'aux discussions qui ont suivi entre des représentants des deux gouvernements, concernant l'opportunité d'inaugurer un programme-pilote visant à encourager de nouveaux services aériens transfrontière. À cette fin, et dans le but d'acquérir l'expérience de mécanismes novateurs de tarification et de desserte pour ce qui concerne les services aériens transfrontière, je propose par la présente de créer le Programme-pilote de services aériens transfrontière (appelé ci-après le Programme), qui sera exploité par des transporteurs désignés par le Gouvernement du Canada et par des transporteurs désignés par le Gouvernement des États-Unis d'Amérique.

Son Excellence M. Paul Heron Robinson, Jr.,
Ambassadeur des Etats-Unis d'Amérique

TIAS 11022

Aux termes de ce Programme, l'entreprise ou les entreprises de transport aérien désignées par le Gouvernement du Canada ou le Gouvernement des États-Unis d'Amérique (appelés ci-après les Parties contractantes) se verront délivrer automatiquement une licence par les autorités aéronautiques de l'autre Partie contractante. Les dispositions énoncées à l'alinéa b) de l'Article VI et à l'Article VII de l'Accord de 1966 s'appliqueront en l'occurrence.

En outre, l'entreprise ou les entreprises de transport aérien désignées par l'une ou l'autre des Parties contractantes auront le droit d'assurer des services de passagers ou des services mixtes passagers/fret/courrier et d'effectuer des escales régulières en des points autorisés sur la route reliant Montréal (Mirabel) et n'importe quel(s) point(s) aux États-Unis. 1/2/

Il est entendu que le Gouvernement des États-Unis d'Amérique entend mettre sur pied un programme-pilote de services transfrontière reliant dans les deux sens un aéroport américain à un ou plusieurs points au Canada. Les Parties contractantes conviennent d'agir avec célérité pour mettre la dernière main au Programme, dans le même esprit de collaboration que celui

1/ L'aéroport Logan de Boston, l'aéroport John F. Kennedy de New York, l'aéroport O'Hare de Chicago, l'aéroport international de Los Angeles, l'aéroport international de San Francisco, l'aéroport international de Miami et l'aéroport Seattle-Tacoma de Seattle ne peuvent être desservis sur cette route; néanmoins, rien n'empêche les transporteurs américains désignés de desservir ces aéroports à partir d'un point aux États-Unis, pourvu qu'il y ait changement de numéro de vol.

2/ Tous les vols sur cette route doivent avoir Mirabel comme point de départ ou d'arrivée.

ayant présidé à l'inauguration du Programme pour les vols en provenance et à destination de l'aéroport de Mirabel.

Le nombre d'entreprises de transport aérien désignées pouvant effectuer une liaison donnée n'est pas limité. Aux termes de ce Programme, les transporteurs ne peuvent desservir par vol direct des points situés dans des pays tiers.

Les entreprises des deux Parties contractantes bénéficieront de chances égales et équitables quant à la possibilité d'exploiter des services aux termes de ce Programme. Les Parties contractantes conviennent de ne négliger aucun effort pour que les entreprises de transport aérien jouissent de l'accès nécessaire aux aéroports et aux installations aéroportuaires. Cependant, le Programme n'imposera aucune obligation aux Parties contractantes en ce qui concerne l'amélioration des services aéroportuaires ou l'agrandissement des installations existantes, notamment en ce qui a trait aux services des douanes et de l'immigration.

Des dispositions relatives à la libéralisation de la tarification s'appliqueront au transport des passagers effectué aux termes de ce Programme. Les tarifs proposés par un transporteur désigné par l'une ou l'autre des Parties contractantes seront soumis à l'approbation des autorités aéronautiques des deux Parties contractantes au moins quinze jours avant la date à laquelle ils devraient entrer en vigueur, à moins qu'un délai plus court ne soit autorisé. Ces tarifs entreront en vigueur à la date prévue, sauf si, dans les dix jours suivant leur dépôt, les autorités aéronautiques des deux pays se notifient leur insatisfaction quant au tarif proposé. Si les autorités aéronautiques des deux Parties contractantes désapprouvent le tarif, elles s'efforceront de

s'entendre le plus tôt possible sur un tarif convenable, et, dans l'intervalle, l'ancien tarif restera en vigueur jusqu'à ce qu'une entente soit intervenue. Si le Programme était dénoncé par l'une ou l'autre Partie contractante, les tarifs déjà approuvés demeureraient en vigueur pour la période prévue, mais cette période ne pourrait s'étendre sur plus d'un an après la dénonciation du Programme.

Si le Programme devait être dénoncé ou modifié de façon à influer sur les services inaugurés en vertu d'icelui, les Gouvernements du Canada et des États-Unis d'Amérique s'efforceront de prévoir ces services aux Annexes de l'Accord de 1966. Quoi qu'il en soit, les services inaugurés en vertu du Programme devront pouvoir continuer à être offerts pendant au moins un an à compter de la date de la dénonciation ou de la modification du Programme.

Le Programme demeurera en vigueur pendant trois ans suivant la date d'entrée en vigueur du présent Accord, à moins qu'il ne soit dénoncé par l'une des Parties contractantes, sous réserve d'un préavis écrit de six mois à l'autre Partie contractante. Les Parties contractantes passeront le Programme en revue, trente mois révolus après son entrée en vigueur, pour déterminer s'il y a lieu de le maintenir, de le modifier ou d'y mettre fin. L'une ou l'autre des Parties contractantes peut, à tout moment, demander la tenue de consultations sur des questions qui se rattachent à l'interprétation, à l'application ou à la modification du présent Accord. Ces consultations doivent commencer dès que possible, et au plus tard dans les soixante jours de la date de réception de la demande de consultation, sauf entente contraire entre les Parties contractantes.

En fournissant des services en vertu de ce Programme, l'entreprise ou les entreprises de transport aérien seront assujetties aux obligations et jouiront des privilèges qui leur sont impartis en vertu de l'alinéa d) de l'Article III, et des Articles VIII, IX, X et XI de l'Accord de 1966.

Si les dispositions qui précèdent agréent aux États-Unis d'Amérique, je propose que la présente Note, dont les versions française et anglaise font également foi, de même que votre réponse en ce sens, constituent entre nos deux Gouvernements un Accord qui entrera en vigueur à la date de votre réponse.

Acceptez, Excellence, les assurances renouvelées de ma très haute considération.

Francis Fox

Montréal, le 21 août 1984

The American Ambassador to the Canadian Minister for International Trade

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 299 Montreal, August 21, 1984.

Sir:

I have the honor to refer to your Note No. ETT-1482, dated August 21, 1984, on the subject of an Experimental Transborder Air Services Programme. I am pleased to inform you that the proposals contained in your Note, which is authentic in English and French, are acceptable to my Government and to confirm that your Note, together with this Note in reply, shall constitute an agreement which enters into force on today's date.

Accept, Sir, the renewed assurances of my highest consideration.

Paul H. Robinson — [1]

The Honorable Francis Fox,

Minister for International Trade,

Department of External Affairs,

Ottawa.

[1] Paul H. Robinson, Jr.

CANADA

Aviation: Airworthiness of Imports

Agreement effected by exchange of notes
Signed at Ottawa August 31, 1984;
Entered into force August 31, 1984.

The Canadian Minister of Transport to the American Ambassador

Note No. ETT-1583

Excellency:

I have the honour to refer to the discussions which have taken place between representatives of our two Governments regarding an agreement concerning the airworthiness and environmental certification, approval, or acceptance of imported civil aeronautical products and cooperation on this matter between the United States and Canada, hereinafter referred to as the Contracting States. It is my understanding that the Agreement shall be as follows:

1. PURPOSE

The purpose of this Agreement is to facilitate the airworthiness and environmental certification, approval, or acceptance by the civil airworthiness authority of the importing State of civil aeronautical products, imported and exported between the United States and Canada; to provide for the reciprocal acceptance of maintenance and alterations or modifications performed in one Contracting State on civil aeronautical products certified, approved, or accepted in the other Contracting State; to provide for the development of procedures between the two authorities for these purposes and to accommodate the emerging trend toward multinational design, production, and interchange

His Excellency Mr. Paul Heron Robinson, Jr.
Ambassador for the United States of America
Ottawa

of civil aeronautical products; and to provide for cooperation toward sustaining the equivalent safety and environmental objectives.

2. BASIS

(a) each Contracting State has determined that the standards and systems of the other Contracting State for the airworthiness and environmental certification, approval, or acceptance of civil aeronautical products are sufficiently equivalent to its own to make this Agreement practicable;

(b) each Contracting State agrees to employ procedures for granting airworthiness and environmental certification, approval, or acceptance for civil aeronautical products exported from the other Contracting State so as to give maximum practicable credit for technical evaluations, test results, inspections, marks of conformity, and certifications accepted or issued by the civil airworthiness authority of the exporting State in granting its own domestic certification of the products; and,

(c) in the interest of promoting aviation safety and environmental quality, each Contracting State agrees

to encourage cooperation and assistance between its civil airworthiness authority and that of the other Contracting State toward achieving common safety and environmental quality objectives, to establish and maintain airworthiness and environmental standards and certification systems which are as similar to those of the other Contracting State as is practicable, and to cooperate to discharge, effectively each Contracting State's airworthiness and environmental responsibilities while reducing,to the minimum, the economic burden imposed on each Contracting State's aviation industries and operator by avoiding redundant technical evaluations, tests, and inspections.

3. SCOPE OF COVERAGE

This Agreement applies to:

(a) the acceptance by the importing State's airworthiness authority of the type design approval, including environmental approval, of civil aeronautical products for which the exporting State's airworthiness authority is the basic type certification authority;

(b) the airworthiness certification, approval, or acceptance of civil aeronautical products that may be exported from one Contracting State to the other Contracting State, including both new and used products which were designed or manufactured partially or wholly in other States;

(c) the airworthiness acceptance of maintenance or alterations performed in one Contracting State on aircraft which are under airworthiness regulation by the airworthiness authority of the other Contracting State, or on aircraft engines, propellers, appliances, materials, parts, or components installed thereon;

(d) technical cooperation and assistance including the exchange of information between the civil airworthiness authorities of each Contracting State toward the maintenance of equivalent safety and environmental standards and the application of equivalent certification systems.

4. DEFINITIONS

For the purposes of this Agreement:

(a) "Additional Technical Conditions" means the terms notified by the importing State for the acceptance of the type design of an aeronautical product to account for differences between Contracting States in:

(i) adopted airworthiness and environmental standards;

(ii) Special Conditions relating to novel or unusual features of the product design which are not covered by the adopted airworthiness and environmental standards;

(iii) application of exemptions or equivalent safety findings from the adopted airworthiness and environmental standards;

(iv) operational requirements; and

(v) mandatory airworthiness action taken to correct unsafe conditions.

(b) "Airworthiness Criteria" means criteria governing the design, performance, materials, workmanship, manufacture, maintenance, and alteration or modification of civil aeronautical products to be imported, as prescribed by the civil airworthiness

authority of the importing State to enable it to find that the design, construction, and condition of the product complies with the laws, regulations, standards, and requirements of the importing State concerning airworthiness.

(c) "Alteration"or "modification" means making a change to the construction, configuration, performance, environmental characteristics, or operating limitations of the affected product.

(d) "Civil Aeronautical Product" (herein also referred to as "product") means any civil aircraft, or aircraft engine, propeller, appliance, material, part, or component to be installed thereon.

(e) "Civil Airworthiness Authority" (herein also referred to as "airworthiness authority") means the national government agency within a Contracting State which is charged by the laws of that State with regulating the airworthiness and environmental certification, approval, or acceptance of civil aeronautical products.

(f) "Environmental Criteria" means criteria governing the design, performance, materials, workmanship, manufacture, maintenance, and alteration or modification of civil aeronautical products to be imported, as prescribed by the civil airworthiness authority of the importing State, to enable it to find that the product complies with the laws, regulations, standards, and requirements of the importing State concerning noise abatement and emissions.

(g) "Exporting State" means the Contracting State making a certifying statement to the importing State concerning a product's compliance with the airworthiness and environmental criteria.

(h) "Importing State" means the Contracting State accepting a certifying statement from the exporting State concerning a product's compliance with the airworthiness and environmental criteria.

(i) "Maintenance" means the performance of inspection, overhaul, repair, preservation, and the replacement of parts, materials, appliances, or components of a product to assure the continued airworthiness of that product but excludes alterations or modifications.

(j) "Prior Agreement" means the Arrangement between our two Governments for the reciprocal acceptance of Certificates of Airworthiness for export, effected by Exchange of Notes at Washington on July 28, 1938, as amended by Exchange of Notes at Ottawa on August 12, 1970, and February 18, 1971.[1]

(k) "Product Airworthiness Approval" means the issuance of an airworthiness certificate, approval, or acceptance, as appropriate, by an airworthiness authority for a particular civil aeronautical product to permit operation or use of the product under the laws, regulations, standards and requirements of the issuing State.

(l) "Type Design Approval" means the certification, approval, or acceptance by the issuing airworthiness authority of the design of a product including its performance, operating characteristics, operating limitations, and environmental qualities.

5. TYPE DESIGN APPROVAL

(a) If the airworthiness authority of the exporting State certifies to the airworthiness authority of the

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[1] EAS 131, TIAS 7091; 53 Stat. 1941; 22 UST 510.

importing State that the type design of a product, or a change to a product type design previously approved by the airworthiness authority of the importing State, complies with airworthiness and environmental criteria prescribed by the airworthiness authority of the importing State, the airworthiness authority of the importing State shall, in finding compliance with its own laws, regulations, standards, and requirements for granting type design approval, give the same validity to the technical evaluations, determinations, tests, and inspections made by the airworthiness authority of the exporting State as if it had made them itself, with the understanding that the certification by the airworthiness authority of the exporting State was based on an evaluation of the type design using the same certification system it would apply to products designed in its own State. The airworthiness authority of the exporting State shall assist the airworthiness authority of the importing State in developing remedies, as may become necessary, to correct any unsafe condition of the type design that may be discovered after the product type design is approved by the importing State.

(b) In prescribing the airworthiness and environmental criteria for the type design approval of a particular product, the airworthiness authority of the importing State shall give the maximum practicable consideration and credit to the laws, regulations, standards, requirements, and certification system applied by the airworthiness authority of the exporting State in granting its own type design approval; provided, that the airworthiness authority of the importing State shall have the right to become familiar with the product to be imported and with the laws, regulations, standards, requirements, and certification system applied by the airworthiness authority of the exporting State, and to specify any additional technical conditions which it finds necessary to ensure that the product meets the airworthiness and environmental standards equivalent to that which would be required for a similar product designed or manufactured in the importing State at the time that the application was received for the approval of the product type design by the airworthiness authority of the exporting State.

(c) The airworthiness authority of the importing State shall advise the airworthiness authority of the

exporting State of the airworthiness and environmental criteria for its type design approval of a product to be imported, and when appropriate, of current operational requirements affecting the product's eligibility for a particular kind of operation in the importing State, as soon as practicable after becoming familiar with the design of the product.

6. PRODUCT AIRWORTHINESS APPROVAL

If the airworthiness authority of the exporting State certifies to the airworthiness authority of the importing State that a product, for which a type design approval has been issued or is in the process of being issued, by the airworthiness authority of the importing State, conforms in construction to a type design description notified by the airworthiness authority of the importing State and is in a condition for safe operation, the importing State shall give the same validity to the technical evaluations, tests, and inspections made by the airworthiness authority of the exporting State as if it had made them itself on the date of the certification by the airworthiness authority of the exporting State. Additional inspections may be made by the airworthiness authority of the

importing State at the time of its airworthiness and environmental certification, approval, or acceptance as it deems necessary to assure that the product has not been changed or has not deteriorated since the date of certification by the airworthiness authority of the exporting State.

7. MAINTENANCE OR ALTERATIONS

(a) If maintenance or an alteration is performed, approved, or certified in one Contracting State on an aircraft which is under airworthiness regulation by the other Contracting State, or on an aircraft engine, propeller, appliance, material, part, or component for installation thereon, by a person in the first Contracting State who is authorized by the airworthiness authority of that State to perform the same work, approval, or certification, the airworthiness authority of the Contracting State regulating the airworthiness of the aircraft shall give the same validity to the work performed, and to the approvals or certifications made therefor as if they were made by an equivalently authorized person

in the Contracting State regulating the airworthiness of the aircraft, provided the work, approvals, and certifications are performed on the product in accordance with the applicable laws, regulations, standards, and requirements of the Contracting State regulating the airworthiness of the affected aircraft.

(b) For the purposes of this Agreement, a Contracting State regulates the airworthiness of an aircraft where it is the State responsible for the issuance of an airworthiness certificate for the aircraft or is the State responsible for the certification of an air carrier operating, under lease or charter, an aircraft which possesses an airworthiness certificate issued by another State.

8. NOTIFICATION OF MANDATORY ACTIONS

The airworthiness authorities of each Contracting State shall keep the airworthiness authorities of the other Contracting State fully informed of all mandatory airworthiness modifications, special inspections, special operating limitations, or other actions which it determines are necessary for continuing airworthiness of products designed or manufactured in either Contracting

State that have been imported or exported under this or the prior Agreement.

9. MUTUAL COOPERATION AND ASSISTANCE

(a) The airworthiness authorities of the exporting State shall, in respect of products designed or manufactured in that State, assist the airworthiness authorities of the importing State in determining whether the design of changes or repairs made under the control of the airworthiness authorities of the importing State comply with the airworthiness and environmental standards under which the product was originally approved by the airworthiness authority of the exporting State.

(b) The airworthiness authorities of the Contracting States shall cooperate in analyzing the airworthiness aspects of accidents and incidents involving products imported or exported under this Agreement or the prior Agreement.

(c) The airworthiness authority of each Contracting State shall keep the airworthiness authority of the other Contracting State currently informed of all relevant

airworthiness and environmental laws, regulations, standards, and requirements, and of the airworthiness certification system of their State. The airworthiness authority of each Contracting State shall, to the maximum extent practicable, notify the airworthiness authority of the other Contracting State of any plans to make significant revisions to its standards and system for airworthiness and environmental certification or approval; shall, to the maximum extent practicable, offer the other authority an opportunity to comment; and, shall give due consideration to the comments made by the other authority on the intended revision.

(d) The airworthiness authorities of both Contracting States may undertake joint type design approval projects in respect to products covered by this Agreement when it is in the interest of both Contracting States.

(e) In the case of conflicting interpretations of the airworthiness or environmental criteria pertaining to certifications, approvals, or acceptances under this Agreement, the interpretation of the airworthiness authority of the importing State shall prevail.

10. IMPLEMENTATION

(a) This Agreement shall be implemented in accordance with the procedures and conditions agreed upon by the Administrator of the airworthiness authority of each Contracting State and set out in a Schedule of Implementation Procedures. These procedures and conditions shall be within the purpose and scope of this Agreement. The airworthiness authority of each contracting State shall review these procedures and conditions from time to time and shall amend these procedures by written agreement as may be necessary to fulfill the intent of this Agreement.

(b) The procedures of subparagraph (a) of this paragraph may provide for designated officials within the airworthiness authority of each Contracting State to make special arrangements as they deem necessary in unique situations to implement this Agreement so as to minimize redundant certification evaluations, tests, and inspections on a particular product,

provided the arrangements are within the purpose and scope of this Agreement.

(c) Each contracting State shall keep the other contracting State advised as to the identity of its airworthiness authority. On the date of this Agreement, the civil airworthiness authority of the United States is the Federal Aviation Administration, Department of Transportation; and, on the date of this Agreement, the civil airworthiness authority of Canada is the Canadian Air Transportation Administration, Department of Transport.

11. TERMINATION

Either contracting State may terminate this Agreement at the expiration of not less than 60 days after giving written notice of that intention to the other Contracting State.

12. REPLACEMENT

This Agreement shall terminate and replace the Arrangement between our two Governments for the reciprocal acceptance of Certificates of Airworthiness for export,

effected by Exchange of Notes at Washington on July 28, 1938, as amended by Exchange of Notes at Ottawa on August 12, 1970, and February 18, 1971.

If the foregoing proposals are acceptable to the Government of the United States, I have the honor to propose that this Note which is equally authentic in English and French, and your Excellency's Note in reply, shall constitute an Agreement between our two Governments on this matter which shall enter into force on the date of your reply.

Accept, Excellency, the renewed assurance of my highest consideration.

Lloyd Axworthy

Ottawa, August 31, 1984

Note no. ETT-1583

Excellence,

J'ai l'honneur de me référer aux entretiens qui ont eu lieu entre les représentants de nos deux Gouvernements relativement à un accord en ce qui concerne la certification, l'homologation ou l'acceptation de navigabilité et environnementale des produits aéronautiques civils d'importation, et en ce qui concerne la coopération à ce sujet entre les Etats-Unis et le Canada, référés, ci-après, comme Etats signataires. J'estime qu'il a été convenu que l'Accord dont il s'agit sera ainsi conçu:

1. OBJET

Le présent Accord a pour objet de faciliter la certification, l'homologation ou l'acceptation de navigabilité et environnementale par l'organisme civil de navigabilité de l'Etat importateur des produits importés ou exportés entre les Etats-Unis et le Canada, de prévoir des mécanismes permettant l'acceptation réciproque de la maintenance et des modifications effectuées sur les produits aéronautiques civils dans un Etat signataire et

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certifiées, homologuées ou acceptées dans l'autre Etat signataire; de fournir aux deux organismes compétents un cadre pour définir des mécanismes d'exécution à ces fins et qui leur permettrait de faire face à la nouvelle tendance multinationale en matière de conception, de production et d'échange des produits; de faciliter la coopération en vue d'établir des objectifs communs en matière de sécurité et d'environnement.

2. FONDEMENT

a) Chaque Etat signataire a établi que les normes et systèmes adoptés par l'autre Etat signataire en matière de certification, d'homologation ou d'acceptation de navigabilité et environnementale des produits aéronautiques se ressemblent sufisamment pour que le présent Accord soit applicable;

b) chaque Etat signataire convient d'adopter des procédures de certification, d'homologation ou d'acceptation de navigabilité et environnementale des produits aéronautiques exportés par l'autre Etat signataire, qui permettent d'accorder le maximum de crédibilité aux évaluations techniques, résultats de

tests, inspections, preuves de conformité et certificats acceptés ou délivrés par l'organisme de navigabilité de l'Etat exportateur en application de son système domestique de certification; et

c) désireux de promouvoir la sécurité aérienne et de protéger la qualité de l'environnement, les deux Etats signataires encouragent leur organisme de navigabilité respectif à collaborer pour atteindre des objectifs communs en matière de sécurité et de qualité de l'environnement, ainsi que pour établir et maintenir des normes de navigabilité, des normes environnementales et des systèmes de certification qui soient aussi compatibles que possible, et à travailler de concert pour s'acquitter mutuellement de leurs responsabilités en la matière, tout en réduisant au minimum le fardeau financier imposé aux exploitants et aux industries aéronautiques de chaque Etat signataire, en évitant les évaluations, tests et inspections techniques qui font double emploi.

3. PORTEE DE L'ACCORD

Le présent Accord porte sur:

a) L'acceptation, par l'organisme de navigabilité de l'Etat importateur, de l'homologation de conception type ainsi que de l'homologation environnementale des produits aéronautiques pour lesquels l'organisme de navigabilité de l'Etat exportateur est l'autorité certifiante d'origine;

b) la certification, l'homologation ou l'acceptation de navigabilité des produits aéronautiques civils pouvant être exportés par l'un des Etats signataires à l'autre Etat signataire y compris les produits neufs et usagés conçus ou fabriqués en totalité ou en partie dans d'autres Etats;

c) l'acceptation de navigabilité, par suite de travaux de maintenance ou de modifications effectués dans l'un des Etats signataires sur les aéronefs dont la navigabilité est réglementée par l'organisme de l'autre Etat signataire, ou sur des moteurs, hélices, accessoires, matériaux, pièces ou éléments devant être installés sur lesdits aéronefs;

d) la coopération et l'assistance techniques, y compris l'échange de renseignements entre les organismes civils de navigabilité de chaque Etat signataire dans le but d'assurer le maintien de normes équivalentes de sécurité et environnementales ainsi que l'application de systèmes équivalents de certification.

4. DEFINITIONS

Aux fins du présent Accord:

a) "Conditions techniques additionnelles" signifie les conditions notifiées par l'Etat importateur relativement à l'acceptation de la conception type d'un produit aéronautique, afin de tenir compte des différences entre les Etats signataires concernant:

i) les normes de navigabilité et les normes environnementales adoptées;

ii) les conditions spéciales causées par des caractéristiques nouvelles ou inhabituelles de la conception du produit qui ne sont pas prévues par les normes de navigabilité et les normes environnementales adoptées;

iii) l'application d'exemptions ou de constatations équivalentes en matière de sécurité, relatives aux normes de navigabilité et aux normes environnementales adoptées;

iv) les exigences d'exploitation; et

v) les mesures de navigabilité obligatoires prises pour corriger des conditions dangereuses.

b) "Critères de navigabilité" signifie les critères régissant la conception, la performance, les matériaux, l'exécution, la fabrication, la maintenance et la modification de produits d'importation, comme le prescrit l'organisme de navigabilité de l'Etat importateur, et permettant à ce dernier de vérifier si la conception, la construction et la condition du produit sont conformes à ses lois, règlements, normes et exigences en matière de navigabilité.

c) "Modification" signifie tout changement apporté à la contruction, à la configuration, à la performance, aux caractéristiques environnementales ou aux limites d'exploitation dudit produit.

d) "Produit aéronautique civil" (également appelé ici "produit aéronautique" ou "produit") signifie tout aéronef civil, ou tout moteur, hélice, appareillage, matériau, pièce ou élément devant être monté sur ledit aéronef.

e) "Organisme civil de navigabilité" (également appelé ici "organisme de navigabilité") signifie l'organisme gouvernemental faisant partie de l'Etat signataire auquel les lois de l'Etat confèrent la responsabilité de réglementer la certification, l'homologation ou l'acceptation de navigabilité, et environnementale des produits aéronautiques.

f) "Critères environnementaux" signifie les critères régissant la conception, la performance, les matériaux, l'exécution, la fabrication, la maintenance et la modification de produits d'importation, comme le prescrit l'organisme de navigabilité de l'Etat importateur, et permettant à ce dernier de vérifier si le produit est conforme à ses lois, règlements, normes et exigences en ce qui concerne la réduction du bruit et les émissions.

g) "Etat exportateur" signifie l'Etat signataire qui fait une déclaration certifiée à l'Etat importateu concernant la conformité d'un produit aux critères de navigabilité et aux critères environnementaux.

h) "Etat importateur" signifie l'Etat signataire qui accepte une déclaration certifiée de l'Etat exportateur concernant la conformité d'un produit aux critères de navigabilité et aux critères environnementaux.

i) "Maintenance" signifie l'exécution de l'inspection, de la révision, de la réparation, de la protection et du remplacement des pièces, matériaux, appareillages ou éléments d'un produit, destinés à maintenir l'état de navigabilité dudit produit, à l'exclusion toutefois des modifications.

j) "Accord antérieur" signifie l'Accord entre nos deux Gouvernements relatif à la reconnaissance de certificats de navigabilité pour l'exportation, conclu par l'Echange de notes fait à Washington, D.C. le 28 juillet 1938, tel qu'il a été modifié par Echange de notes à Ottawa le 12 août 1970 et le 18 février 1971.

k) "Homologation de navigabilité d'un produit" signifie la délivrance par l'organisme de navigabilité d'un certificat, d'une homologation ou d'une acceptation, selon le cas, pour un produit aéronautique donné, afin d'autoriser l'exploitation ou l'utilisation du produit conformément aux lois, règlements, normes et exigences de l'Etat qui délivre le certificat.

l) "Homologation de conception type" signifie la certification, l'homologation ou l'acceptation par l'organisme de navigabilité compétent, de la conception d'un produit, notamment de sa performance, de ses caractéristiques de fonctionnement, de ses limites d'exploitation et de ses caractéristiques environnementales.

5. HOMOLOGATION DE CONCEPTION TYPE

a) Si l'organisme de navigabilité de l'Etat exportateur certifie à l'organisme de navigabilité de l'Etat importateur que la conception type d'un produit, ou qu'une modification apportée à la conception type d'un produit déjà homologuée par l'organisme de navigabilité de l'Etat importateur, répond aux critères de navigabilité et aux critères

environnementaux prescrits par l'organisme de navigabilité de l'Etat importateur, ce dernier, lorsqu'il vérifie à des fins d'homologation si la conception du produit est conforme à ses lois, règlements, normes et exigences, doit accorder aux évaluations, expériences, essais et inspections techniques effectués par l'organismes de navigabilité de l'Etat exportateur la même valeur que s'il les avait faits lui-même, compte tenu que la certification faite par l'organisme de navigabilité de l'Etat exportateur est basée sur une évaluation de la conception type en utilisant le même système de certification applicable aux produits conçus dans cet Etat. L'organisme de navigabilité de l'Etat exportateur devra collaborer avec l'organisme de l'Etat importateur à la mise au point de correctifs, s'il devenait nécessaire de prendre des mesures pour corriger des aspects dangereux de la conception type, qui pourraient être découverts une fois que la conception type du produit a été homologuée par l'Etat importateur.

b) En ce qui concerne l'établissement des critères de navigabilité et des critères environnementaux applicables à l'homologation de conception type d'un

produit donné, l'organisme de navigabilité de l'Etat importateur doit accorder, autant que possible, le maximum d'importance et de crédibilité aux lois, règlements, normes, exigences et au processus de certification appliqués par l'organisme de navigabilité de l'Etat exportateur en émettant sa propre homologation de conception type; pourvu que l'organisme de navigabilité de l'Etat importateur ait le droit de se familiariser avec le produit qui sera importé, ainsi qu'avec les lois, règlements, normes exigences et processus de certification appliqués par l'organisme de navigabilité de l'Etat exportateur, et qu'il puisse spécifier toutes conditions techniques additionnelles qu'il juge nécessaires pour que le produit rencontre des normes de navigabilité et des normes environnementales équivalentes à celles qui auraient été exigées pour un produit analogue, conçu ou fabriqué dans l'Etat importateur au moment où la demande pour l'homologation de la conception type du produit a été reçue par l'organisme de navigabilité de l'Etat exportateur.

c) Après s'être familiarisé avec la conception d'un produit d'importation, l'organisme de navigabilité de l'Etat importateur doit informer le plus tôt possible l'organisme de navigabilité de l'Etat exportateur des

critères de navigabilité et des critères environnementaux applicables à l'homologation de conception type du produit, et lorsqu'opportun, des exigences de fonctionnement relatives à l'admissibilité du produit à un type d'exploitation particulière dans l'Etat importateur.

6. HOMOLOGATION DE NAVIGABILITE D'UN PRODUIT

Si l'organisme de navigabilité de l'Etat exportateur certifie à l'organisme de navigabilité de l'Etat importateur qu'un produit, pour lequel une homologation de conception type a été émise ou est en voie d'être émise, est conforme à la description de la conception type notifiée par l'organisme de navigabilité de l'Etat importateur, et qu'il certifie en outre que ce produit est en état de fonctionner en toute sécurité, ce dernier doit accorder aux évaluations, essais et inspections techniques effectués par l'organisme de navigabilité de l'Etat exportateur la même valeur que s'il les avait faits lui-même le jour où la certification a été accordée. L'organisme de navigabilité de l'Etat importateur peut procéder à des inspections additionnelles au moment de la certification, de l'homologation ou de l'acceptation de navigabilité et environnementale, s'il estime que cela est

nécessaire pour s'assurer que le produit n'a pas été modifié ou qu'il ne s'est pas altéré depuis la date à laquelle le certificat a été délivré par l'organisme de navigabilité de l'Etat exportateur.

7. MAINTENANCE ET MODIFICATIONS

a) Si des travaux de maintenance ou de modification sont effectués, homologués ou certifiés dans un Etat signataire sur un aéronef dont la navigabilité est réglementée par l'autre Etat signataire, ou sur des moteurs, hélices, appareillages, matériaux, pièces ou éléments devant être montés sur ledit aéronef, et si ce travail est effectué, homologué ou certifié dans le premier Etat signataire par une personne habilitée à le faire par l'organisme de navigabilité dudit Etat, l'organisme de navigabilité de l'Etat signataire réglementant la navigabilité de l'aéronef en question, doit accorder aux travaux exécutés, ainsi qu'aux homologations et aux certifications émises, la même valeur que s'ils l'avaient été, dans son Etat, par une personne à laquelle il aurait accordé une autorisation équivalente, à condition que les travaux aient été effectués, et que les homologations ou les certifications aient été

accordées conformément aux lois, règlements, normes et exigences applicables dans l'Etat signataire réglementant la navigabilité dudit aéronef.

b) Aux fins du présent Accord, l'Etat signataire réglemente la navigabilité dudit aéronef quand cet Etat est responsable de la délivrance du certificat de navigabilité dudit aéronef, ou quand cet Etat a la responsabilité d'émettre le certificat d'exploitation du transporteur aérien exploitant, sous location à bail ou nolisement, un aéronef pour lequel un certificat de navigabilité a été délivré par un autre Etat.

8. NOTIFICATION DES MESURES OBLIGATOIRES

L'organisme de navigabilité de chaque Etat signataire doit informer l'organisme de l'autre Etat signataire de toutes les modifications obligatoires de navigabilité, inspections spéciales, limites d'exploitation particulières et autres mesures qu'il juge nécessaire en matière de navigabilité, afin d'assurer l'exploitation sécuritaire des produits conçus ou fabriqués dans l'un ou l'autre Etat signataire et importés ou exportés aux termes du présent Accord ou de l'Accord antérieur.

9. COOPERATION ET ASSISTANCE MUTUELLES

a) L'organisme de navigabilité de l'Etat exportateur doit, en ce qui concerne les produits conçus ou fabriqués sur son territoire, collaborer avec l'organisme de navigabilité de l'Etat importateur pour déterminer si la conception des modifications ou des réparations effectuées sous la supervision de l'organisme de navigabilité de l'Etat importateur sont conformes aux normes de navigabilité et aux normes environnementales suivant lesquelles le produit a été homologué à l'origine par l'organisme de navigabilité de l'Etat exportateur.

b) Les organismes de navigabilité des deux Etats signataires doivent collaborer à l'analyse des aspects de navigabilité des accidents et des incidents touchant des produits importés ou exportés sous le présent Accord ou l'Accord antérieur.

c) L'organisme de navigabilité de chaque Etat signataire doit tenir l'organisme de l'autre Etat signataire pleinement informé des lois, règlements, normes et exigences pertinents à la navigabilité et à l'environnement ainsi que du système de certification

de navigabilité en usage sur son territoire. En outre, l'organisme de navigabilité de chaque Etat signataire doit notifier, autant que faisable, l'organisme de l'autre Etat signataire de toute intention d'apporter des modifications majeures à ses normes de navigabilité et d'environnement et à son système de certification ou d'homologation; il doit aussi donner à l'organisme de l'autre Etat signataire l'occasion de formuler des commentaires sur les modifications projetées, et tenir compte des commentaires formulés par ce dernier sur son intention de modification.

d) Les organismes de navigabilité des deux Etats signataires peuvent entreprendre conjointement des projets d'homologation de conception type pour des produits couverts par le présent Accord, s'il y va de leurs intérêts respectifs.

e) En cas de divergence d'interprétation quant aux critères de navigabilité et aux critères environnementaux applicables à la certification, à

l'homologation ou à l'acceptation visées par le présent Accord, l'interprétation de l'organisme de navigabilité de l'Etat importateur doit prévaloir.

10. MISE EN OEUVRE

a) Le présent Accord sera mis en oeuvre conformément aux procédures et conditions acceptées par les administrateurs des organismes de navigabilité de chacun des Etat signataires, contenues dans un document de mise en oeuvre de l'Accord. Ces conditions et procédures devront respecter l'esprit et le cadre de cet Accord. Les organismes de navigabilité de chacun des Etats signataires réviseront ces procédures et conditions à l'occasion, et les modifieront par entente écrite, si cela devient nécessaire pour respecter l'esprit du présent Accord.

b) Les procédures décrites à l'alinéa (a) de cet article prévoient la nomination de représentants des organismes de navigabilité de chaque Etat signataire afin d'entreprendre les mesures jugées nécessaires, face à des situations particulières au niveau de la

mise en oeuvre du présent Accord, de manière à minimiser la redondance dans la certification des évaluations, des tests et des inspections d'un produit particulier, pourvu que ces mesures soient conformes à l'objet et à la portée du présent Accord.

c) Chaque Etat signataire doit indiquer à l'autre Etat signataire quel est l'organisme responsable de la navigabilité sur son territoire. A la date de cet Accord, l'organisme de navigabilité pour les Etats-Unis est le "Federal Aviation Administration" du "Department of Transportation"; et, au Canada, c'est l'Administration canadienne des transports aériens du ministère des Transports.

11. DENONCIATION

L'un ou l'autre des Etats signataires peut mettre fin au présent Accord soixante jours après avoir notifié son intention, par écrit, à l'autre Etat signataire.

12. ABROGATION

Le présent Accord remplace l'Accord entre nos deux Gouvernements relatif à la reconnaissance des certificats de navigabilité pour l'exportation, conclu par l'Echange de notes fait à Washington le 28 juillet 1938, tel qu'il a été modifié par Echange de notes à Ottawa, le 12 août 1970 et le 18 février 1971.

Si le Gouvernement des Etats-Unis approuve les dispositions susmentionnées, j'ai l'honneur de proposer que cette Note, également authentique en français et en anglais, et la réponse de Votre Excellence constituent un Accord entre nos deux Gouvernements sur la question, lequel Accord entrera en vigueur à la date de votre réponse.

Je vous prie d'agréer, Excellence, l'assurance de ma très haute considération.

Lloyd Axworthy

Ottawa, le 31 août 1984

The American Chargé d'Affaires ad interim to the Canadian Minister of Transport

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 330 Ottawa, August 31, 1984.

Sir:

I have the honor to acknowledge receipt of your Note No. ETT-1583 of August 31, 1984, regarding an Agreement Concerning the Airworthiness and Environmental Certification, Approval, or Acceptance of Imported Civil Aeronautical Products, and cooperation on this matter, between the United States and Canada, which shall terminate and replace the Arrangement between our two Governments for the reciprocal acceptance of certificates of airworthiness for export, effected by an Exchange of Notes at Washington on July 28, 1938, as amended by an Exchange of Notes at Ottawa on August 12, 1970, and February 18, 1971.

I have the honor to inform you that my Government concurs in the terms of the Agreement, as stated in your Note under reference. It is agreed, therefore, that your Note and this reply shall constitute an agreement, to enter into force on the date of this reply.

Accept, Sir, the renewed assurances of my highest consideration.

John H. Rouse
Charge d'Affaires ad interim

The Honorable
Lloyd Axworthy,
Minister of Transport,
Ottawa.

TIAS 11023

SOUTH AFRICA

Certificates of Airworthiness for Imported Aircraft

Agreement amending the arrangement of October 29, 1954 and February 22, 1955.
Effected by exchange of notes
Signed at Cape Town and Pretoria June 7 and October 8, 1984;
Entered into force October 8, 1984.

The American Ambassador to the South African Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 215 Cape Town, June 7, 1984

Excellency:

I have the honor to refer to the discussions which have recently taken place between representatives of the Government of the United States of America and the Government of the Republic of South Africa regarding amendment of the arrangement between our two governments relating to certificates of airworthiness for imported aircraft,[1] so as to include other civil aeronautical products, and propose that the arrangement be amended as follows:

The text of Articles I, II, and III shall be deleted and replaced with the following text:

Article I

(A) The present arrangement applies to civil aeronautical products constructed in the United States of America and exported to the Republic of South Africa; and civil aeronautical products constructed in the Republic of South Africa and exported to the United States of America.

(B) This arrangement shall extend to civil aircraft of all categories, including those used for public transport and those used for private purposes as well as to related products for such aircraft.

(C) Civil aeronautical product (herein also referred to as product) means any civil aircraft, or aircraft engine, propeller, appliance, material, sub-assembly, part, component, or replacement/modification part to be installed thereon.

[1] TIAS 3200; 6 UST 657.

Article II

The same validity shall be conferred by the competent authorities of the United States on certificates of airworthiness for export issued by the competent authorities of the Republic of South Africa for aircraft to be operated under United States registration (and for related products to be installed on such aircraft) as if they had been issued under the regulations in force on the subject in the United States, provided that such aircraft have been constructed in the Republic of South Africa in accordance with the airworthiness requirements of the Republic of South Africa.

Article III

The same validity shall be conferred by the competent authorities of the Republic of South Africa on certificates of airworthiness for export issued by the competent authorities of the United States for aircraft subsequently to be operated under Republic of South Africa registry (and related products to be installed on such aircraft) as if they have been issued under the regulations in force on the subject in the Republic of South Africa, provided that such aircraft have been constructed in the United States in accordance with the airworthiness requirements of the United States.

In Articles IV, V, VII, and VIII change "Union of South Africa" whenever it occurs to read "Republic of South Africa."

The text of Article VI, paragraph (A) shall be deleted and replaced with the following text:

Article VI

(A) The competent authorities of each country shall have the right to make the validation of certificates of airworthiness for export dependent upon the fulfillment of any additional requirements which are required by them for the issuance of certificates of airworthiness in their own country. Information with regard to these additional requirements in respect to either country will be communicated to the competent authorities of the other country in a timely manner.

In Article VIII, paragraph (B) delete "as merchandise" and change "October 12 and December 1, 1931" to "February 22, 1955."

If the foregoing provisions are acceptable to the Government of the Republic of South Africa, I have the honor to propose that this note and your reply thereto indicating acceptance shall constitute an agreement between the two governments on this subject, which shall enter into force on the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

The Honorable
Roelof F. Botha,
Minister of Foreign Affairs
Republic of South Africa

The South African Minister of Foreign Affairs to the American Ambassador

Republic of South Africa

MINISTER OF FOREIGN AFFAIRS AND INFORMATION

Private Bag X141
Union Buildings
Pretoria
0001
Tel 3230124
MB 4/3
MB 10/1/1/4

8 October 1984

Excellency

I have the honour to acknowledge the receipt of Your Excellency's Note 215 of 7 June 1984, which reads as follows:

[For text of the U.S. note, see pp. 2-4.]

I have the honour to confirm that the Government of the Republic of South Africa accepts the foregoing provisions and agrees that Your Excellency's Note and this reply constitute an Agreement between our two Governments on this subject which Agreement shall enter into force today.

Accept, Excellency, the renewed assurances of my highest consideration.

R F BOTHA

His Excellency H W Nickel
Ambassador Extraordinary and Plenipotentiary
of the United States of America

FEDERAL REPUBLIC OF GERMANY

Aviation: Airspace Systems

Memorandum of understanding signed at Washington and Bonn October 3 and November 6, 1984;
Entered into force November 6, 1984.

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES OF AMERICA

DEPARTMENT OF TRANSPORTATION

FEDERAL AVIATION ADMINISTRATION

AND

THE FEDERAL REPUBLIC OF GERMANY

FEDERAL MINISTER FOR RESEARCH AND TECHNOLOGY

WHEREAS, the United States of America, Federal Aviation Administration (hereinafter referred to as the FAA) and the Federal Minister for Research and Technology of the Federal Republic of Germany (hereinafter referred to as the BMFT) have a common interest in cooperating in the development of their national airspace systems; and

WHEREAS, Section 312(c) of the U.S. FAA Act of 1958,[1] as amended, directs the Administrator of the FAA to develop, modify, test, and evaluate systems, procedures, facilities and devices to meet the needs for safe and efficient air navigation and air traffic control; and

WHEREAS, Section 305 of the FAA Act of 1958,[2] as amended, directs the Administrator of the FAA to encourage and foster the development of civil aeronautics and air commerce in the U.S. and abroad; and

WHEREAS, the FAA and BMFT have common objectives in their individual research and development programs involving civil aviation;

1 72 Stat. 752; 49 U.S.C. §1353(c).
2 72 Stat. 749; 49 U.S.C. §1346.

NOW, THEREFORE, FAA and the BMFT agree to undertake joint programs, in accordance with the following understanding and arrangements.

ARTICLE I - Purpose of Agreement

The purpose of this agreement is to establish a program for cooperation in the development of airspace systems and to share information derived from that program to effect improvements to the respective systems in an efficient, cost-saving manner.

This purpose will be achieved by any of the following:

-- The exchange of information regarding programs and projects, research results, publications.

-- The execution of joint analyses.

— The coordination of programs and projects, and their execution based on shared effort.

— The exchange of scientific and technical staff.

-- The exchange of specific equipment and systems, particularly for research activities and compatibility studies.

-- The joint organization of symposia or conferences.

— Reciprocal consultations with the aim of establishing concerted action in appropriate international bodies.

Cooperation in the development and testing of the respective systems will utilize the capability of the FAA and the BMFT in areas where each possesses expertise.

ARTICLE 2 - Scope

The scope of the effort under this agreement involves the development of advanced systems for application to the airspace system. The scope comprises, but is not limited to the program tasks, schedules and plans as included in the technical annex to this Memorandum of Understanding.

ARTICLE 3 - Funding

In order to carry out the provisions of this agreement, the FAA and the BMFT will each normally assume the cost of the work to be done by it, in accordance with specific tasks identified in the technical annex. However, if work can best be done by one side contributing funds to support the efforts of the other, explicit funding procedures will be included in the appropriate technical annex.

Each party will fund the costs of its respective activities under this Memorandum of Understanding, except as noted above. All program activities under this Memorandum of Understanding will be subject to the applicable laws and regulations of each country.

ARTICLE 4 - Implementation

The implementation of this Memorandum of Understanding, will be by the joint FAA/BMFT committee that was established by Article 4 of MOU AIA/CA-15. This committee will implement, coordinate, and review all aspects of this Memorandum of Understanding and, where necessary, make recommendations covering specific means by which this Memorandum of Understanding shall be implemented. The committee shall decide on changes and amendments of the technical annex.

ARTICLE 5 - Exchange of Personnel

Under this agreement and as identified in the technical annex, an exchange of technical personnel may be undertaken as required to pursue the work described in such annex. Such personnel will accomplish work associated with the programs of their organization and as mutually agreed. Such personnel may be from the Federal Aviation Administration or the Minister for Research and Technology or their contractors, or supporting Government agencies, as mutually agreed. Administrative support would be arranged by the FAA or BMFT as the host agency.

ARTICLE 6 - Equipment and Loan Arrangements

It is anticipated that equipment will be exchanged as a part of this agreement as the program proceeds. Such equipment will be identified in the appropriate technical annex. With respect to the exchange of equipment, the following provisions apply:

FAA or the BMFT as a lender will, at its own expense, transport any equipment to the borrower's designated location, identifying its value. The FAA or BMFT as a borrower will assume custody and possession of said equipment upon its delivery to the designated receiving point. Upon completion of use or expiration or termination of the agreement, the borrower will return the equipment to the lender.

The borrower will be totally responsible for installation. The lender will assist in securing export licenses and other documents with respect to the equipment. The lender will assist the borrower in locating sources of supplies for common items and parts peculiar which are not readily available to the borrower.

The borrower will place and install equipment in accordance with the agreed program plan, as shown in the technical annex.

The borrower will operate and maintain equipment in proper condition during the period of the loan, and will insure operability of the equipment and will permit inspection by the lenders at any reasonable time.

In the event loss or damage of any equipment exchanged under this agreement and as described in the technical annex occurs, the borrower agrees to compensate the lender for value of items lost or damaged.

ARTICLE 7 - Rights

Except as required by applicable law, neither the BMFT nor the FAA will present any information or material pertinent to the tasks, or related to the agreed program to third parties outside of contractors and subcontractors engaged in this cooperation, to any public forum or print and distribute same without the consent of the other party.

FAA will not release information under the U.S. Freedom of Information Act[1] transmitted by BMFT or its contractor which has been marked proprietary and which comes under exemption No. 4 of the Freedom of Information Act for proprietary information.

FAA shall notify BMFT of any request under the Freedom of Information Act, and the two parties shall jointly discuss the proprietary nature of this information.

[1] 80 Stat. 250; 5 U.S.C. §552.

ARTICLE 8 - Liaison

Program liaison will be accomplished through the designated liaison point of contact. Additionally, technical program management contacts will be established as indicated in the technical annex for the specific activity. Program liaison points of contact are:

U.S./FAA - Associate Administrator for Development and Logistics
International Technical Staff, ADL-32

BMFT - Aeronautical Research Section

ARTICLE 9 - Coordination With Other National Authorities

The Federal Aviation Administration will coordinate with the National Aeronautics and Space Administration on tasks and their participation in specific areas will be determined and agreed upon.

Additional coordination with other national authorities supporting Government programs will occur, and their participation in specific efforts will be determined and agreed upon.

ARTICLE 10 - Berlin Clause

This Memorandum of Understanding shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany has not made a contrary declaration to the Government of the United States of America within three months from the date of entry into force of this Memorandum of Understanding.

ARTICLE 11 - Termination and Duration

This Memorandum of Understanding shall remain in force until terminated. Either party may terminate the present agreement on twelve (12) months written notice to the other party.

ARTICLE 12 - Effective Date

This Memorandum of Understanding shall enter into force on the date of last signature.

Done at Bonn and Washington, in duplicate in the English and German languages, each text being equally authentic.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By : [1]
Director of
Title: International Aviation
Date : October 3, 1984

FEDERAL MINISTER FOR
RESEARCH AND TECHNOLOGY
FEDERAL REPUBLIC OF GERMANY

By : [2]
Title: Director-General
Date : 6. NOV. 1984

[1] Thomas P. Messier.
[2] Dr. Wolfgang Finke.

TECHNICAL ANNEX 1/FAA-BMFT MOU
AVIATION PROPELLER NOISE RESEARCH[1]

Program Description

In accordance with a schedule to be agreed upon, conduct definitive and controlled experiments to resolve the Mach-number-effect and identify the propeller disk inclination contribution to aircraft propeller noise. This is to be accomplished through specific and highly controlled tests which separate the effects of temperature, rotational speeds and aircraft attitude in the noise emissions of general aviation type propellers.

This Annex concerns three specific areas in aviation propeller noise research in which the FAA and FRG have agreed to participate. The three principal tasks comprising this Annex and the organizational responsibility for their implementation are described in general below:

Task 1.0

1.1 Temperature effects — FRG(DFVLR)
Experiments will be managed and conducted by the DFVLR and conducted at the German-Dutch Wind Tunnel (DNW) located at Noordoostpolder, The Netherlands, using full-scale propellers or very large models of propellers with different tip geometrics.

1.2 Test series will be conducted at a time when outside ambient air temperatures are low and repeating the test program at temperature levels increased in increments of approximately 5 degrees C by "heating" the wind tunnel and varying propeller RPM and tunnel velocity at each temperature. Tests are designed to obtain a noise/temperature sensitivity curve. — FRG(DFVLR)

Task 2.0 Attitude effects. — FRG(DFVLR)
Using the same test set-up as described in paragraph 1.1, measurements will be made of the effects on propeller noise of variations in the attitudes of propellers over a simulated angle of attack range corresponding to take-off, climb, and cruise flight configurations.

[1] Annex printed in English only.

Task 3.0	Data analysis and draft final report. Upon completion of testing and data analysis information obtained will be discussed by the parties and a final draft report prepared by DFVLR for distribution to interested parties within the participating nations.	FAA/FRG(DFVLR)

Key Contacts

The key contacts for this Annex are: Norman Plummer, FAA Headquarters
Dr. Hanno H. Heller, BMFT

Funding

Pursuant to Article 3 of the Memorandum of Understanding, should it become necessary to further the work of this technical Annex by one side making funds available to the other side to accomplish specific tasks, disbursement and receipt of funds shall be arranged between the following:

For FAA: Manager, Program Management Staff, API-10,
Office of the Associate Administrator for
Policy and International Aviation
Federal Aviation Administration
800 Independence Avenue, S.W.
Washington, D.C. 20591

For the BMFT:

Bundesministerium für Forschung und Technologie
Referat Luftfahrtforschung und -technik
Postfach 200 706
D 5300 Bonn 2

Vereinbarung

zwischen
der Bundesrepublik Deutschland
Bundesminister für Forschung und Technologie

und

den Vereinigten Staaten von Amerika
Verkehrsministerium
Federal Aviation Administration
(Bundesverwaltung für das Flugwesen)

Da der Bundesminister für Forschung und Technologie der Bundesrepublik Deuschland (im folgenden als BMFT bezeichnet) und die Federal Aviation Administration der Vereinigten Staaten von Amerika (im folgenden als FAA bezeichnet) ein gemeinsames Interesse an der Zusammenarbeit bei der Entwicklung ihrer nationalen Luftverkehrssysteme haben;

Da Abschnitt 312 Buchstabe c des FAA-Gesetzes der Vereinigten Staaten von 1958 in seiner geänderten Fassung den Leiter der FAA anweist, Systeme, Verfahren, Einrichtungen und Vorrichtungen zu entwickeln, zu ändern und zu erproben, um dem Bedürfnis nach einem sicheren und leistungsfähigen Flugverkehr und Flugsicherungssystem gerecht zu werden;

Da Abschnitt 305 des FAA-Gesetzes von 1958 in seiner geänderten Fassung den Leiter der FAA anweist, die Entwicklung der zivilen Luftfahrt und der Handelsluftfahrt in den Vereinigten Staaten und im Ausland zu unterstützen und zu fördern;

Da der BMFT und die FAA gemeinsame Zielvorstellungen in ihren eigenen Forschungs- und Entwicklungsprogrammen im Breich der Luftfahrt verfolgen,

vereinbaren der BMFT und die FAA nunmehr die Durchführung gemeinsamer Programme gemäß der folgenden Vereinbarung und den folgenden Absprachen.

Artikel 1 - Zweck der Vereinbarung

Diese Vereinbarung hat den Zweck, ein Programm für Zusammenarbeit bei der Entwicklung von Luftverkehrssystemen aufzustellen und die aus diesem Programm gewonnenen Informationen auszutauschen, um wirksam und kostensparend Verbesserungen an den jeweiligen Systemen vorzunehmen.

Dieser Zweck wird durch folgende Maßnahmen verwirklicht:

- Austausch von Informationen über Programme und Projekte, Forschungsergebnisse, Veröffentlichungen.
- Durchführung gemeinsamer Untersuchungen.
- Koordinierung von Programmen und Projekten sowie deren Durchführung auf der Grundlage gemeinsamer Maßnahmen.
- Austausch von wissenschaftlichem und technischem Personal.
- Austausch spezifischer Ausrüstungen und Systeme, insbesondere für Forschungsarbeiten und Kompatibilitätsuntersuchungen.
- Gemeinsame Veranstaltung von Symposien oder Konferenzen.
- Gegenseitige Konsultation mit dem Ziel, ein abgestimmtes Vorgehen in geeigneten internationalen Gremien herbeizuführen.

Bei der Zusammenarbeit bei der Entwicklung und Erprobung der jeweiligen Systeme wird das Potential des BMFT und der FAA in Bereichen genutzt, in denen jede Seite über das entsprechende Fachwissen verfügt.

Artikel 2 - Anwendungsbereich

Zu den von dieser Vereinbarung erfaßten Maßnahmen gehören die Entwicklung moderner Systeme für die Anwendung auf das Luftverkehrssystem. Diese Maßnahmen umfassen, ohne jedoch darauf beschränkt zu sein, die Programmaufgaben, Zeitpläne und Pläne entsprechend dem technischen Anhang zu dieser Vereinbarung.

Artikel 3 - Finanzierung

Zur Durchführung dieser Vereinbarung tragen der BMFT und die FAA in der Regel die Kosten für die Arbeiten, die in dem technischen Anhang als die von ihnen jeweils zu erledigenden spezifischen Aufgaben ausgewiesen sind. Können die Arbeiten jedoch am besten durchgeführt werden, indem eine Seite Mittel zur Unterstützung der Anstrengungen der anderen Seite beiträgt, werden spezielle Finanzierungsverfahren in den entsprechenden technischen Anhang aufgenommen.

Jede Vertragspartei stellt die Mittel für ihre jeweilige Tätigkeit im Rahmen dieser Vereinbarung bereit. Alle Programmtätigkeiten im Rahmen dieser Vereinbarung unterliegen den einschlägigen Gesetzen und sonstigen Vorschriften des jeweiligen Landes.

Artikel 4 - Durchführung

Die Durchführung dieser Vereinbarung erfolgt durch den gemeinsamen BMFT/FAA-Ausschuß, der aufgrund von Artikel 4 des MoU AIA/CA-15 eingesetzt wurde. Dieser Ausschuß wird alle Einzelheiten dieser Vereinbarung durchführen, koordinieren und überprüfen und erforderlichenfalls Empfehlungen über spezifische Mittel und Wege zur Durchführung dieser Vereinbarung abgeben. Der Ausschuß entscheidet über Änderungen und Ergänzungen des technischen Anhangs.

Artikel 5 - Personalaustausch

Im Rahmen dieser Vereinbarung und entsprechend den Angaben im technischen Anhang kann ein Austausch von technischem Personal vorgenommen werden, soweit dies zur Durchführung der im genannten Anhang beschriebenen Arbeiten notwendig ist. Das Personal führt Arbeiten im Zusammenhang mit den Programmen seiner jeweiligen Organisation und entsprechend gegenseitiger Vereinbarung durch. Das Personal kann vom Bundesminister für Forschung und Technologie oder von der Federal Aviation Ad-

ministration oder ihren Vertragsnehmern oder entsprechend gegenseitiger Vereinbarung auch von unterstützenden Regierungsstellen zur Verfügung gestellt werden. Eine verwaltungsmäßige Unterstützung würde vom BMFT oder von der FAA als Gastgeber veranlaßt.

Artikel 6 - Ausrüstungen und Ausleihregelungen

Es wird erwartet, daß Ausrüstungen als Teil dieser Vereinbarung entsprechend dem Fortschreiten des Programms ausgetauscht werden. Diese Ausrüstungen werden in den entsprechenden technischen Anhängen bezeichnet. Hinsichtlich des Austausches von Ausrüstungen gelten die folgenden Bestimmungen:

Der BMFT oder die FAA als Verleiher befördert jede Ausrüstung unter Angabe des Wertes auf eigene Kosten zu dem vom Entleiher bezeichneten Ort. Der BMFT oder die FAA als Entleiher nimmt die genannte Ausrüstung nach Anlieferung an den benannten Empfangsort in Gewahrsam und Besitz. Nach Beendigung der Benutzung oder Ablauf oder Beendigung der Vereinbarung gibt der Entleiher die Ausrüstung an den Verleiher zurück.

Der Entleiher ist für den Einbau voll verantwortlich. Der Verleiher ist bei der Beschaffung der Ausfuhrlizenzen und anderer Dokumente für die Ausrüstung behilflich. Der Verleiher ist dem Entleiher auch beim Ausfindigmachen von Bezugsquellen für gewöhnliche Einzelteile und besondere Teile, die sich der Entleiher nur schwer beschaffen kann, behiflich.

Der Entleiher wird die Ausrüstung entsprechend dem vereinbarten Programmplan gemäß dem technischen Anhang aufstellen und einbauen.

Der Entleiher betreibt die Ausrüstung und hält sie während der Ausleihzeit in einwandfreiem Zustand; er stellt die Betriebsfähigkeit der Ausrüstung sicher und gestattet den Verleihern zu jeder vernünftigen Zeit die Besichtigung der Ausrüstung.

Im Fall eines Verlustes oder einer Beschädigung einer im Rahmen dieser Vereinbarung und entsprechend dem technischen Anhang ausgetauschten Ausrüstung verpflichtet sich der Entleiher, dem Verleiher den Gegenwert der verlorenen oder beschädigten Gegenstände zu ersetzen.

Artikel 7 - Rechte

Außer wenn das anwendbare Recht dies erfordert, werden weder der BMFT noch die FAA Informationen oder Unterlagen, die mit den Aufgaben oder dem vereinbarten Programm im Zusammenhang stehen, ohne Zustimmung der anderen Vertragspartei Dritten - mit Ausnahme der an dieser Zusammenarbeit beteiligten Vertragsnehmer oder Untervertragsnehmer - oder einem öffentlichen Gremium überlassen oder drucken und verteilen.

Die FAA wird vom BMFT oder seinem Vertragsnehmer übermittelte Informationen, die als rechtlich geschützt gekennzeichnet wurden und unter Ausnahme Nr. 4 des Gesetzes über die Informationsfreiheit (Freedom of Information Act) über rechtlich geschützte Informationen fallen, nicht aufgrund des Gesetzes über die Informationsfreiheit freigeben.

Die FAA unterrichtet den BMFT von jedem Antrag aufgrund des Gesetzes über die Informationsfreiheit, und die beiden Vertragsparteien beraten gemeinsam, ob diese Informationen rechtlich geschützt sind.

Artikel 8 - Verbindung

Die Verbindung im Rahmen des Programms erfolgt über den bezeichneten Kontaktpunkt. Außerdem werden technische Kontakte zur Durchführung des Programms entsprechend dem technischen Anhang für die spezifische Aufgabe eingerichtet. Kontaktpunkte im Rahmen des Programms sind

US/FAA - Associate Administrator for Development and Logistics
International Technical Staff, ADL-32

BMFT - Referat Luftfahrtforschung

Artikel 9 - Abstimmung mit anderen nationalen Behörden

Die Federal Aviation Administration stimmt sich mit der National Aeronautics and Space Administration über die Aufgaben ab, und ihre Mitarbeit auf bestimmten Gebieten wird festgelegt und vereinbart.

Eine zusätzliche Abstimmung mit anderen nationalen Behörden, die an Regierungsprogrammen mitwirken, wird durchgeführt, und ihre Teilnahme an bestimmten Aufgaben wird festgelegt und vereinbart.

Artikel 10 - Berlinklausel

Diese Vereinbarung gilt auch für das Land Berlin, sofern nicht die Regierung der Bundesrepublik Deutschland gegenüber der Regierung der Vereinigten Staaten von Amerika innerhalb von drei Monaten nach Inkrafttreten dieser Vereinbarung eine gegenteilige Erklärung abgibt.

Artiktel 11 - Beendigung und Geltungsdauer

Diese Vereinbarung bleibt bis zur Kündigung in Kraft. Jede Vertragspartei kann diese Vereinbarung mit einer Kündigungsfrist von zwölf (12) Monaten schriftlich kündigen.

Artikel 12 - Zeitpunkt des Inkrafttretens

Diese Vereinbarung tritt mit dem Tag der letzten Unterschriftsleistung in Kraft.
Geschehen zu Bonn und Washington in zwei Urschriften, jede in deutscher und englischer Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist.

Bundesminister für Forschung
und Technologie
Bundesrepublik Deutschland

Unterschrift:

Titel: Abteilungsleiter

Datum: 6. NOV. 1984

Vereinigte Staaten von Amerika
Verkehrsministerium
Federal Aviation Administration

Unterschrift:

Titel: Direktor für internationale
Luftfahrtangelegenheiten

Datum: 20 FEB 1985

BRAZIL

Air Transport Services

Interim agreement, with memorandum of consultations.
Effected by exchange of notes
Signed at Brasilia July 11, 1984;
Entered into force July11, 1984.
And extending agreement
By exchange of notes
Signed at Brasilia December 10, 1984;
Entered into force December 10, 1984.

TRANSLATION

DTC/DCS/DAI/69/680.4(B46)(B13)

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to refer to the Meeting of Aeronautical Consultation held at Washington, D.C., June 11-14, 1984, during which the Memorandum which is reproduced below was approved.

[For the English text of the Memorandum, see pp. 19-27.]

The Ministry of Foreign Affairs informs the Embassy of the United States of America that the Brazilian Government concurs with the terms of the Memorandum of Consultations transcribed above.

In view of the foregoing, and in accordance with Item XIII of the above-mentioned Memorandum, the Ministry of Foreign Affairs proposes that this note and the reply of the Embassy of the United States of America thereto of the same date be considered an agreement between the two Governments, to enter into force on today's date. The Memorandum of Consultations shall remain in force until November 25, 1984.

Brasilia, July 11, 1984

[Signature]

The Brazilian Ministry of Foreign Affairs to the American Embassy

DTC/DCS/DAI/ 69 /680.4(B46)(B13)

O Ministério das Relações Exteriores cumprimenta a Embaixada dos Estados Unidos da América e tem a honra de referir-se à Reunião de Consulta aeronáutica, realizada em Washington, D.C., no período de 11 a 14 de junho de 1984, na qual foi aprovado o Memorando, cujo texto é reproduzido a seguir:

MEMORANDO DE CONSULTA

Delegações representando os Governos da República Federativa do Brasil e dos Estados Unidos da América reuniram-se em Washington, D.C., no período de 11 a 14 de junho de 1984, para tratarem de vários assuntos ligados à aviação civil, inclusive as condições gerais do transporte de carga, e para alcançar entendimentos mutuamente satisfatórios.

As relações dos componentes de ambas as Delegações se encontram nos Anexos A e B.

Em atenção à preocupação manifestada pelo Governo dos Estados Unidos da América de que determinadas leis, regulamentos e práticas brasileiras resultam em um tratamento preferencial, que favorece a escolha das empresas brasileiras, em prejuízo das empresas norte-americanas que competem pelo transporte de carga aérea, a Delegação brasileira fez uma série de propostas com o objetivo de reduzir a extensão dos alegados efeitos da legislação brasileira.

Especificamente, a Delegação brasileira informou à Delegação dos Estados Unidos da América sobre medidas tomadas pelo Governo brasileiro para modificar a legislação brasileira, as quais eliminarão as preocupações manifestadas pelo Grupo Técnico dos Estados Unidos da América, constantes da ata da reunião dos Grupos Técnicos do Brasil e Estados Unidos da América, realizada no período de 21 a 25 de maio de 1984.

A Delegação dos Estados Unidos da América manifestou seu reconhecimento por estas propostas, bem como as modificações à legislação brasileira e observou que o Governo norte-americano esperava que a implementação destas mudanças criaria condições operacionais justas e equitativas para as empresas de ambos os países competirem pelo transporte de carga aérea.

Em conseqüência da mútua boa vontade e cooperação, ambas Delegações concordaram em que as autoridades de ambos os países prorrogarão, até 25 de novembro de 1984, as autorizações de operação para as empresas designadas das duas Partes realizarem serviços regulares e não-regulares, de passageiros e carga, no mercado Brasil-Estados Unidos da América.

As Delegações de ambos os países concordaram em que estatísticas serão coligidas, com respeito ao tráfego de carga aérea transportada no mercado Brasil-Estados Unidos da América, e que tais estatísticas serão trocadas durante as próximas reuniões das Delegações de ambos os países.

Após ampla e franca discussão sobre questões de aviação civil, as Delegações de ambos os países também acordaram:

I - Autorização para Operaçao das Empresas Aéreas

Durante este período interino, as empresas atualmente designadas por ambas as Partes para realizarem serviços regulares poderão operar nas rotas especificadas no Anexo "C". Cada Parte poderá substituir uma empresa designada.

II - Condições Operacionais

1. As empresas designadas de cada Parte poderão operar até 22 serviços mistos, ida-e-volta, por semana e até 5 serviços exclusivamente cargueiros, ida-e-volta, por semana.

2. Os vôos acima autorizados deverão ser operados nas rotas constantes do Quadro de Rotas apresentado no Anexo "C", a critério das empresas.

3. O número de vôos exclusivamente cargueiros autorizados no parágrafo II, 1 acima, é expresso em unidades representando aeronaves de grande porte. Para estes serviços, uma ou mais aeronaves de grande porte poderão ser substituídas por aeronaves de pequeno porte na razão de uma freqüência de grande porte igual a duas freqüências de pequeno porte.

4. Se qualquer empresa de uma das Partes suspender os seus serviços, temporária ou permanentemente, aquela Parte poderá alocar as freqüências dessa empresa para outra (s) empresa (s) designada para realizar serviços da mesma categoria. Cada Parte deverá comunicar à outra Parte quando uma de suas empresas designadas suspender, temporária ou permanentemente, seus serviços ou quando esta empresa desejar reiniciá-los.

5. Cada Parte poderá alocar ou redistribuir as freqüências autorizadas no parágrafo II,1 acima, a seu cri-

critério, com o entendimento de que freqüências de empresas realizando serviços mistos somente poderão ser transferidas para outras empresas designadas realizando serviços mistos; freqüências exclusivamente cargueiras poderão ser transferidas para qualquer das empresas designadas.

6. Cada Parte concordou que cada empresa designada transmitirá seus horários completos às autoridades aeronáuticas da outra Parte com pelo menos 30 dias de antecedência de sua entrada em vigor. O horário entrará em vigor como proposto pela empresa designada, desde que esteja em conformidade com este Memorando. As autoridades aeronáuticas poderão aceitar horários apresentados em menor período.

7. As freqüências constantes do parágrafo II, 1 acima, poderão ser operadas livremente, a critério das empresas, com aeronaves de grande ou pequeno porte.

8. As empresas designadas por cada Parte poderão operar os serviços regulares mencionados neste Memorando de Consulta e em seus Anexos sem qualquer restrição aos direitos de tráfego de 3a., 4a., 5a. e 6a. liberdades.

9. Cada Parte assegurará aprovação às solicitações para vôos extraordinários apresentadas pelas empresas da outra Parte, desde que tais vôos não excedam a alocação semanal de freqüências descritas no parágrafo II,1 acima. Solicitações para vôos extraordinários acima de alocação semanal de freqüências serão considerados com a devida atenção pelas autoridades aeronáuticas de ambas as Partes.

III. Direitos de Operação

1. As Delegações concordam que, dentro de práticas regulares aceitáveis, uma empresa de um país possa em qualquer ponto autorizado no território do outro país, con-

consolidar dois ou mais vôos em um só vôo, de tal modo que apenas uma aeronave continue transportando o tráfego desses vôos.

2. As duas Delegações concordam que, na execução dos serviços autorizados neste Memorando de Consulta, as empresas designadas poderão usar suas próprias aeronaves ou aeronaves arrendadas, fretadas ou intercambiadas, observando as normas e regulamentos de cada Parte.

IV - Arrendamento de Aeronaves entre os Aeroportos Internacionais do Rio de Janeiro e de São Paulo

As Delegações concordaram em que:

1. As empresas designadas dos Estados Unidos da América estão autorizadas a contratar empresas brasileiras para o arrendamento de aeronaves para realizar os serviços entre os aeroportos internacionais do Rio de Janeiro e de São Paulo em conexão com os serviços da empresa norte-americana nas rotas acordadas.

2. Todas as formalidades de desembaraço aeroportuário para os serviços previstos no contrato serão efetuadas no aeroporto internacional de São Paulo.

3. Será permitido às empresas norte-americanas consignar os números de seus vôos na divulgação de seus horários de vôos de conexão realizados por aeronaves de empresa brasileira, em regime de arrendamento entre os aeroportos internacionais do Rio de Janeiro e de São Paulo, e poderão operar também um ou mais de tais vôos com aeronaves próprias, além do Rio de Janeiro para pontos de suas rotas em terceiros países.

V - Tarifas

As tarifas para passageiros e carga para os serviços regulares estarão relacionadas com o custo operacional

das empresas e serão aprovadas por ambas as Partes antes de entrarem em vigor. As empresas designadas apresentarão as tarifas trinta (30) dias antes da data prevista para sua efetivação.

Se qualquer das Partes não estiver satisfeita com a tarifa proposta, uma notificação formal de desaprovação será dada à outra Parte pelos canais diplomáticos nunca menos de quinze (15) dias antes da data proposta para sua efetivação. A pedido de qualquer das Partes, consultas sobre tarifas deverão ser realizadas dentro de trinta (30) dias do recebimento da notificação de desaprovação, ou conforme acordado por ambas as Partes.

À falta de entendimento durante a consulta, nenhuma tarifa proposta se tornará efetiva. Na ausência de concordância entre as Partes, as tarifas em vigor à época da apresentação da proposta continuarão em vigor até que as novas tarifas sejam mutuamente aprovadas.

VI - Vôos não-regulares

1. Cada Parte autorizará, para o período de 25 de junho de 1984 até 25 de novembro de 1984, as empresas da outra Parte a realizar serviços não-regulares, em 3a. e 4a. liberdades, até 75 vôos não-regulares exclusivamente passageiros, ida-e-volta, e até 36 vôos não-regulares mistos (passageiros e carga) ou exclusivamente cargueiros, ida-e-volta,

entre qualquer ponto ou pontos no território de uma das Partes e qualquer ponto ou pontos no território da outra Parte. Solicitações de vôos não-regulares acima destes números pelas empresas de cada Parte serão tratados com a devida atenção pelas autoridades aeronáuticas da outra Parte.

2. Ambas as Partes permitirão a venda ao público de vôos não-regulares de passageiros, após 7 de novembro de 1984, data do término deste Memorando de Consulta, no entendimento de que a operação de vôos após aquela data estará sujeita à aprovação governamental.

3. Cada Parte fornecerá à outra Parte a relação das suas empresas autorizadas a realizar os serviços não-regulares acima referidos.

4. Os serviços não-regulares operados pelas empresas de cada Parte serão tratados em uma base não discriminatória.

5. Cada Parte fornecerá à outra Parte, mensalmente, a quantidade de vôos não-regulares operados efetivamente pelas suas próprias empresas.

6. Cada Parte poderá solicitar que uma notificação com as informações mínimas necessárias para a operação de um vôo não-regular autorizado, ou uma série de vôos não-regulares, seja fornecida com 15 dias de antecedência, para os vôos não-regulares de passageiros e mistos, e dois dias úteis de antecedência, para os vôos não-regulares exclusivamente cargueiros. Em circunstâncias excepcionais, uma notificação para vôos não-regulares de passageiros, mistos e exclusivamente cargueiros poderá ser fornecida em um período menor que o acima estipulado e deverá ser tratada com boa vontade e presteza.

7. Cada empresa poderá acertar o preço de fre-

fretamento diretamente com o afretador, observando os regulamentos em vigor no território da Parte onde o tráfego se origina.

VII - Condições e Oportunidades Comerciais

Cada Parte afirma seu compromisso de desenvolver todo o esforço possível para assegurar que as empresas de cada país possam operar com o máximo de eficiência e com oportunidades iguais e justas para participar do tráfego numa base não-discriminatória. Em particular, cada Governo providenciará para: 1) oportunidade justa e igual para o transporte comercial sem discriminação entre as empresas; 2) facilidade para conversão e transferência de fundo; 3) tarifas aeroportuárias, e de navegação e comunicação, e custos de combustíveis numa base não discriminatória; 4) isenção de impostos federais ao máximo possível; 5) oportunidades sem restrições para publicidade e promoção de todos os serviços das empresas designadas; e 6) oportunidade para as empresas realizarem os serviços de "handling" por si mesmas ou contratar uma empresa de sua escolha para prover tais serviços, de acordo com as exigências legais internas.

As delegações concordaram, ainda, que as empresas aéreas designadas de cada Parte poderão notificar diretamente às Autoridades Aeronáuticas da outra Parte sobre qualquer problema encontrado relativo a práticas descriminatórias e injustas; as notificações obrigam as Autoridades Aeronáuticas daquela Parte a investigar profundamente o assunto e, se julgadas corretas, tomar as medidas imediatas para eliminação da discriminação e das práticas injustas.

VIII - Compra de combustível

As delegações de ambos os países afirmaram que as empresas designadas de ambos os países poderão adquirir serviços locais e combustível em moeda local ou livremente conversível à opção da empresa. A Delegação brasileira afirmou que estudos estão sendo comduzidos com o objetivo de eliminar qualquer encargo adicional que possa incidir no processamento do pagamento desses serviços locais e combustível.

IX - Remessas

As Delegações de ambos os países observaram que as empresas designadas de ambos os países têm o direito de converter imediatamente e remeter para os seus países o saldo de suas receitas de transporte. Conversões e remessas das receitas de transporte deverão ser prontamente permitidas sem restrições ou imposto de remessa, ao câmbio aplicável às transações correntes e remessas.

A Delegação brasileira também observou que as receitas locais de transporte que não haviam sido remetidas previamente, devido à falta de documentação, teriam um rápido tratamento.

X - Segurança

Cada Parte:

1. reafirma seu compromisso de agir em acordo com as normas da Convenção sobre Infrações e Certos Outros Atos Cometidos a Bordo de Aeronaves, firmada em Tóquio em 11 de setembro de 1963, da Convenção para a Repressão ao Apoderamento Ilícito de Aeronaves, firmada em Haia em 16 de dezembro de 1970, e da Convenção sobre Interferência Ilícita na Aviação Civil Internacional, firmada em Montreal em 23 de setembro de 1971;

2. deverá exigir que os operadores das aeronaves sob seu registro ajam de acordo com as provisões de segurança de aviação aplicáveis, estabelecidas pela Organização de Aviação Civil Internacional e adotadas por ambas as Partes;

e

3. proporcionará a máxima assitência a outra Parte com vistas a evitar o apoderamento ilícito de aeronaves, sabotagem a aeronaves, aeroportos e facilidades de navegação aérea, bem como ameaças à segurança da aviação; dar a atenção devida a qualquer pedido da outra Parte para medidas de segurança especiais para suas aeronaves ou passageiros a fim de enfrentar determinada ameaça; e, quando incidentes, ou ameaças de seqüestro, ou sabotagem contra aeronaves, aeroportos ou facilidades de navegação aérea ocorrerem, auxiliar a outra Parte mediante a facilitação de comunicações destinadas a por fim a tais incidentes de modo rápido e seguro.

XI - Serviço Intermodal de Carga

As Autoridades Aeronáuticas de cada país, em base de reciprocidade, concederão às empresas da outra Parte o direito de oferecer serviços intermodal de carga, conjuntamente com suas operações de carga internacional, com a maior eficiência e com oportunidades iguais e justas para competir no tráfego em bases não discriminatórias.

XII - Programa para as Futuras Negociações

As Delegações afirmaram que a próxima reunião dos Grupos Técnicos representando ambos os países realizar-se-ia no período de 20 a 24 de agosto de 1984, em Washington, D.C. Os Grupos Técnicos serão instruídos para iniciar a elaboração de um novo Acordo Aéreo bilateral e

analisar as atuais condições do mercado Brasil-Estados Unidos. A seguinte sessão plenária será realizada no período de 22 a 26 de outubro de 1984, no Rio de Janeiro. Nesta Reunião serão discutidos o progresso alcançado durante o período interino de cinco meses, bem como a evolução dos trabalhos dos Grupos Técnicos. Ambas as Delegações concordaram que esperam que os futuros entendimentos sejam menos restritivos em termos de duração e possam possibilitar maiores oportunidades para a indústria do transporte aéreo de ambas as Partes.

XIII - Entrada em Vigor

Este Memorando de Consulta torna-se-á operativo em 15 de junho de 1984, e entrará em vigor mediante troca de notas diplomáticas.

Washington, D.C. em 14 de junho de 1984.

ANEXO "C"

ROTAS

A. De acordo com este Memorando de Consulta, as empresas designadas pelos Estados Unidos da América ficam autorizadas a embarcar e desembarcar tráfego aéreo internacional de passageiros, carga e mala postal, combinada ou separadamente, em ambos os sentidos, nas seguintes rotas:

1 - dos Estados Unidos da América, via pontos intermediários no Caribe, América Central e países na Costa Oeste da América do Sul, para São Paulo e Rio de Janeiro;

2 - dos Estados Unidos da América, via pontos intermediários no Caribe e América do Sul, para Belém, Recife e além para a África;

3 - dos Estados Unidos da América, via pontos intermediários no Caribe, Panamá e países nas Costas Norte e Leste da América do Sul, para Belém ou Manaus, Brasília, Rio de Janeiro, São Paulo, Porto Alegre e além para o Uruguai e Argentina e além para a Antártica e além;

4 - dos Estados Unidos da América, via pontos intermediários na América Média e países nas Costas Norte e Leste da América do Sul, para Belém ou Manaus, Brasília, Rio de Janeiro, São Paulo, Porto Alegre e além para o Uruguai e Argentina;

5 - dos Estados Unidos da América, via pontos intermediários no Caribe e na América do Sul, para o Rio de Janeiro e São Paulo e além para pontos na África, ao Sul do equador.

B. De acordo com este Memorando de Consulta, as empresas designadas pela República Federativa do Brasil ficam autorizadas a embarcar e desembarcar tráfego aéreo internacional de passageiros, carga e mala postal, combinada ou separadamente, em ambos os sentidos, nas seguintes rotas:

1 - da República Federativa do Brasil, via pontos intermediários na América do Sul e América Média, para Los Angeles (Nota 1);

2 - da República Federativa do Brasil, via pontos intermediários na América do Sul e no Caribe para Miami e Chicago;

3 - da República Federativa do Brasil, via pontos intermediários na América do Sul, Caribe e Panamá, para Washington e Nova York;

4 - da República Federativa do Brasil, via pontos intermediários nas Costas Leste e Norte da América do Sul e no Caribe, para Miami e Nova York e além para o Canadá;

5 - da República Federativa do Brasil, via pontos intermediários na América do Sul para Nova York e além via o ponto intermediário de Anchorage, para o Japão e além (Nota 1).

Nota 1.

As operações da rota 1 poderão ser estendidas além Los Angeles, via o ponto intermediário Honolulu para o Japão e além até que uma empresa brasileira comece as operações além Nova York na rota 5, ocasião em que todos os direitos de operar além Los Angeles na rota 1 terminarão automaticamente.

C. Qualquer ponto ou pontos das rotas contidas neste Quadro de Rotas poderão ser omitidos em uma ou ambas as direções, a critério da empresa designada para operar essa rota ou rotas.

D. As empresas aéreas designadas por uma Parte, nos termos deste Memorando de Consulta, serão autorizadas a operar outros serviços através do território da outra Parte, sem obrigação de pouso, pela rota mais direta entre os pontos a serem servidos na medida em que a segurança da operação não seja afetada. Em qualquer caso,o uso de itinerários anti-econômicos e não razoavelmente diretos será evitado.

E. Os vôos de uma empresa aérea designada que não sirvam todos os pontos concedidos nas rotas contidas no Quadro de Rotas poderão ser operados pela rota mais direta entre os pontos a serem servidos, na medida em que a segurança da operação não seja afetada.

Em qualquer caso, o uso de itinerários anti-econômicos e não razoavelmente diretos será evitado.

F. As empresas aéreas designadas por uma Parte, nos termos deste Memorando de Consulta, serão autorizadas a efetuar pouso técnico, no território da outra Parte. Todo o aeroporto no território de uma das Partes, que esteja aberto ao tráfego internacional, será aberto em condições uniformes à aeronave da outra Parte para esse pouso técnico.

G. Para os efeitos deste Quadro de Rotas, a expressão América Média é entendida, como incluindo somente aqueles países localizados no Continente entre a América do Sul e o território continental dos Estados Unidos da América.

2. O Ministério das Relações Exteriores informa a Embaixada dos Estados Unidos da América da concordância do Governo brasileiro com os termos do Memorando de Consulta acima transcrito.

3. Nestas condições, e em observância do item XIII do referido Memorando, o Ministério das Relações Exteriores propõe que a presente nota e a resposta da Embaixada dos Estados Unidos da América, sobre a mesma matéria e da mesma data, sejam consideradas como um acordo entre os dois Governos, a entrar em vigor na data de hoje, devendo o Memorando de Consulta viger até 25 de novembro de 1984.

Brasília, em 11 de julho de 1984.

The American Embassy to the Brazilian Ministry of External Relations

No. 251

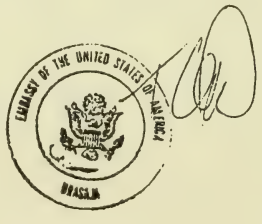
The Embassy of the United States of America presents its compliments to the Ministry of External Relations of the Federative Republic of Brazil and refers to the Memorandum of Consultations initialled at Washington on June 14, 1984, a copy of which is attached, and to the Ministry of External Relations Note Number 69 dated July 11, 1984.

Pursuant to Paragraph 13 of the Memorandum of Consultations, the Embassy of the United States has the honor to confirm that the terms of the Memorandum of Consultations are acceptable to the Government of the United States and agrees that the referenced Note of the Ministry and this Note in reply shall constitute an agreement between the two governments, bringing the Memorandum of Consultations, the English and Portuguese versions of which are equally authentic, into force on the date of this Note.

The Embassy of the United States of America takes this opportunity to renew to the Ministry of External Relations of the Federative Republic of Brazil the assurances of its highest consideration.

Attachment:

Memorandum of Consultations



Embassy of the United States of America,

Brasilia, July 11, 1984.

MEMORANDUM OF CONSULTATIONS

Delegations representing the governments of the Federative Republic of Brazil and the United States of America met in Washington, D.C. June 11-14, 1984 to discuss various civil aviation issues, including the air freight operating environment, and to reach mutually satisfactory agreements. Lists of the delegations are attached as Annexes A and B.[1]

As a result of the U.S. Government's stated concern that certain Brazilian laws, regulations and practices produce preferential treatment favoring the use of Brazilian airlines to the disadvantage of U.S. airlines competing for air freight, the Brazilian delegation made a number of proposals which are intended to reduce the extent of the alleged effects under this Brazilian legislation.

Specifically, the Brazilian delegation informed the U.S delegation of a number of actions the Government of Brazil had taken to amend Brazilian legislation which will eliminate the concerns expressed by the U.S. technical working group in the minutes of the U.S. and Brazil Technical Working Groups of May 21-25, 1984.

The U.S. delegation stated its appreciation for these proposals, as well as amendments of Brazilian legislation and noted that the U.S. Government hoped that implementation of these changes would create a fair and equitable operating environment for the airlines of both countries to compete for air freight. As a result of this mutual good will and cooperation, both delegations agreed that the aeronautical authorities of both countries will extend through November 25, 1984 the operating authority for the designated airlines of the other country to provide scheduled and charter passenger, combination and all-cargo services in the U.S.-Brazil market.

The delegations of both countries agreed that statistics will be collected concerning the freight traffic carried in the U.S.-Brazil market and that these statistics will be exchanged during upcoming meetings of the delegations of both countries.

After full and frank discussion of civil aviation issues, the delegations representing both countries also agreed:

I. Operating Authority for Airlines

For this interim period, airlines currently designated by each Party for scheduled services may operate over the routes established in Annex C. Either Party may replace a designated airline.

[1] Not printed.

II. Operational Conditions

1. The designated airlines of each Party may operate up to 22 roundtrips per week for combination services and up to 5 roundtrips per week for all-cargo services.

2. The flights authorized above shall be operated on the routes listed in the Route Schedule shown in Annex C, at the discretion of the airlines.

3. The number of all-cargo flights authorized in paragraph II, (1) above are expressed as units representing wide-body aircraft. For these services, one or more wide-body aircraft may be substituted by narrow-body aircraft in the ratio of one wide-body equals two narrow-body frequencies.

4. If any airline of a Party suspends its services, either temporarily or permanently, the Party may allocate that airline's frequencies to other airlines designated to perform the same category of services. Each Party must advise the other Party when one of its designated airlines temporarily or permanently suspends its services or when that airline desires to reactivate those services.

5. Each Party may allocate or redistribute the frequencies authorized in paragraph II, (1) above, at its discretion, with the understanding that frequencies of the airlines performing combination services may be transferred only to other designated airlines performing combination services; all-cargo frequencies may be transferred to any of the designated airlines.

6. Each Party agreed that each designated airline will transmit its complete schedule to the aeronautical authorities of the other Party at least 30 days prior to its entry into effect. The schedule will become effective as proposed by the designated airline whenever the schedule is in conformity with this Memorandum. The aeronautical authorities may accept schedules filed within a shorter period.

7. The frequencies described in paragraph II (1) may be operated freely, at the judgment of the airlines, with wide-bodied or smaller airplanes.

8. Airlines designated by each Party may operate the scheduled services mentioned in this Memorandum of Consultations and its annexes without any restriction on traffic rights of 3rd, 4th, 5th and 6th freedoms.

9. Each Party will grant approval of applications for extra section flights by the airlines of the other Party so long as those extra sections are not above the weekly frequency allocations described in paragraph II (1). Applications for extra sections above the weekly frequency allocations shall be treated sympathetically by the aeronautical authorities of both countries.

III. Operating Rights

1. The delegations agreed that, among acceptable scheduling practices, an airline of one country may, at any authorized point in the territory of the other country, consolidate two or more flights into a single flight in such a way that only one aircraft continues transporting the traffic of the flights.

2. The delegations agreed that in the execution of services authorized by this Memorandum of Consultations the designated airlines may use their own aircraft or aircraft that are leased, chartered or interchanged, observing the norms and regulations of each Party.

IV. Leasing of Aircraft Between Galeao and Congonhas Airports

The delegations agreed that:

1. The designated airlines of the United States would be allowed to contract with Brazilian airlines for the leasing of aircraft to provide services between Rio de Janeiro and Sao Paulo Congonhas airports in connection with U.S. airline services over the agreed routes.

2. All international clearance formalities for the services provided under these contracts will take place at Sao Paulo Congonhas airport.

3. U.S. airlines will be permitted in their schedules to assign their own flight numbers to the connecting flights of aircraft of a Brazilian airline between Rio de Janeiro International Airport and Sao Paulo Congonhas airport pursuant to the leasing contracts, and U.S. airlines will be permitted to operate one or more of such flights, using their own aircraft, beyond Rio de Janeiro to points on their routes in third countries.

V. Pricing

Passenger fares and cargo rates (prices) for scheduled services shall be related to the operational costs of the airlines and shall be approved by both Parties before they become effective. Designated airlines shall file proposed prices thirty days in advance of the proposed effective date. If either Party is

dissatisfied with the proposed price, a formal notice of dissatisfaction shall be given to the other Party through diplomatic channels no later than fifteen days before the proposed effective date. Upon request of either Party, pricing consultations shall be held within thirty days of receipt of a notice of dissatisfaction, or as agreed by both Parties. Without agreement during the consultations, no proposed price shall become effective. In the absence of agreement, prices in effect at the time of the filing of the proposed prices shall continue in effect until new prices are mutually approved.

VI. Charter Flights

1. Each Party shall authorize for the period June 25, 1984 through November 25, 1984 the airlines of the other Party to perform third and fourth freedom charter operations of up to 75 round-trip passenger-only charter flights and 36 round-trip combination (passenger and freight) or all-cargo charter flights between any point or points in the territory of one Party and any point or points in the territory of the other Party. Applications for charter flights in excess of these numbers by airlines of either Party will be treated sympathetically by the aeronautical authorities of the other Party.

2. Both Parties will allow passenger charter flights to be sold to the public, beyond the November 25, 1984 termination date of this Memorandum of Consultations on the understanding that the operation of flights after that date will be subject to governmental approval.

3. Each Party will provide the other Party with the names of its airlines authorized to perform the above-referenced charter operations.

4. The charter operations by airlines of each Party will be treated on a non-discriminatory basis.

5. Each Party will provide the other Party, on a monthly basis, an accounting of the charter flights actually operated by its airlines.

6. Each Party may require that notification along with minimal required information for the operation of an authorized charter flight or series of charter flights be furnished 15 days in advance for passenger and combination charters and two business days in advance for all-cargo charters. In exceptional circumstances, notification for passenger, combination and all-cargo charter flights may be given in less than the periods stated above and shall be treated on a sympathetic and expedited basis.

7. Each airline can establish the charter price directly with the charterer, observing the regulations in force in the territory of the Party where the traffic originates.

VII. Business Conditions and Commercial Opportunities

Each Party affirmed its commitment to make all possible efforts to ensure that the airlines of each country can operate at the maximum efficiency with a fair and equal opportunity to compete for traffic on a non-discriminatory basis. In particular, each government will provide for: 1) fair and equal opportunity to carry commercial traffic without discrimination among airlines; 2) simple procedures for prompt conversion and remittance of currency; 3) airport and airways charges and fuel charges on a non-discriminatory basis; 4) exemption from federal taxes to the maximum extent possible; 5) unrestricted opportunities for advertising and other promotion of all of the services of the airlines; and 6) the opportunity for airlines to provide ground handling services for themselves or to contract with a company of their choice for the provision of those services in accordance with national legal requirements. In addition, the delegations agreed that a designated airline of either Party may notify directly the aeronautical authorities of the other Party of any problems which the airline has encountered regarding discrimination or unfair practices; such notification shall impose an obligation on the aeronautical authorities of that Party to investigate fully such allegations and, if considered substantiated, the aeronautical authorities shall immediately take steps to eliminate the discrimination of unfair practices complained of.

VIII. Fuel Purchases

The delegations of both countries stated that the designated airlines of both countries may purchase local services and fuel in local currency or in freely convertible currencies at the option of the airline. The Brazilian delegation stated that studies are being conducted with a goal of eliminating all additional charges which may occur in the processing of payments for these local services and fuel.

IX. Remittances

The delegations representing both countries noted that the designated airlines of both countries have the right to convert on demand and remit to their countries local transportation revenues in excess of sums locally disbursed. Conversion and remittance of transportation revenues shall be permitted promptly without restrictions or remittance taxation at the rate of exchange applicable to current transactions and remittance.

In addition, the Brazilian delegation noted that local transportation revenues which previously had not been remitted by airlines for lack of documentation would be given expedited treatment.

X. Aviation Security

Each Party:

1. reaffirms its commitments to act consistently with the provisions of the Convention of Offenses and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on September 14, 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on December 16, 1970 and the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on September 23, 1971;[1]

2. shall require that operators of aircraft of its registry act consistently with applicable aviation security provisions established by the International Civil Aviation Organization and adopted by both Parties; and,

3. shall provide maximum aid to the other Party with a view to preventing unlawful seizure of aircraft, sabotage to aircraft, airports, and air navigation facilities, and threats to aviation security; give sympathetic consideration to any request from the other Party for special security measures for its aircraft or passengers to meet a particular threat; and, when incidents or threats of hijacking or sabotage against aircraft, airports or air navigation facilities occur, assist the other Party by facilitating communications intended to terminate such incidents rapidly and safely.

XI. Intermodal Freight Service

The aeronautical authorities of each country, on a reciprocal basis, will provide the airlines of the other Party the right to offer intermodal freight services in conjunction with their international freight operations at maximum efficiency with a fair and equal opportunity to compete for traffic on a non-discriminatory basis.

XII. Schedule for Future Negotiations

The delegations stated that the next meeting between technical working groups representing both countries would be held August 20-24, 1984 in Washington, D.C. The technical working groups will be instructed to begin work on the construction of a new civil aviation bilateral agreement and to review current circumstances in the U.S.-Brazil market. The next plenary session negotiations will be held October 22-26, 1984 in Rio de Janeiro. At the plenary session, progress during the five-month interim period will be discussed as well as the progress of the technical

[1] TIAS 6768, 7192, 7570; 20 UST 2941; 22 UST 1641; 24 UST 565.

working group. Both delegations agreed that they were hopeful future agreements would be less restrictive in duration and would provide expanded opportunities for the air transport industries of both Parties.

XIII. Entry Into Force

This Memorandum of Consultations will become operative on June 15, 1984, will enter into force upon an exchange of diplomatic notes, and will remain in effect through November 25, 1984.

ANNEX C

ROUTE SCHEDULE

A. In accordance with this Memorandum of Consultations, the airlines designated by the Government of the United States of America are accorded the right to pick up and discharge international traffic in passengers, cargo and mail, separately or in combinaton, on the following routes, in both directions:

1. From the United States of America, via intermediate points in the Caribbean, Middle America, and countries on the West Coast of South America to Sao Paulo and Rio de Janeiro.

2. From the United States of America, via intermediate points in the Caribbean and South America to Belem, Recife and beyond to Africa.

3. From the United States of America, via intermediate points in the Caribbean, Panama, and countries on the North and East Coasts of South America to Belem or Manaus, Brasilia, Rio de Janeiro, Sao Paulo, Porto Alegre and beyond Brazil to Uruguay and Argentina and beyond to Antarctica and beyond.

4. From the United States of America, via intermediate points in Middle America and countries on the North and East Coasts of South America to Belem or Manaus, Brasilia, Rio de Janeiro, Sao Paulo, Porto Alegre and beyond Brazil to Uruguay and Argentina.

5. From the United States of America, via intermediate points in the Caribbean and South America to Rio de Janeiro and Sao Paulo and beyond to points in Africa south of the Equator.

B. In accordance with this Memorandum of Consultations, the airlines designated by the Government of the Federative Republic of Brazil are accorded the right to pick up and discharge international traffic in passengers, cargo and mail, separately or in combination, on the following routes in both directions:

1. From the Federative Republic of Brazil, via intermediate points in South America and Middle America, to Los Angeles. (Note 1)

2. From the Federative Republic of Brazil, via intermediate points in South America and the Caribbean, to Miami and Chicago.

3. From the Federative Republic of Brazil, via intermediate points in South America, the Caribbean and Panama, to Washington and New York.

4. From the Federative Republic of Brazil, via intermediate points on the East and North Coasts of South America and in the Caribbean, to Miami and New York and beyond to Canada.

5. From the Federative Republic of Brazil, via intermediate points in South America, to New York and beyond to Japan and beyond, via the intermediate point Anchorage. (Note 1)

Note 1. Operations over Route 1 may be extended beyond Los Angeles via the intermediate point Honolulu to Japan and beyond, until a Brazilian airline commences operations beyond New York over Route 5, at which time all rights to operate beyond Los Angeles over Route 1 shall terminate automatically.

C. Any point or points on any route or routes contained in this Route Schedule may be omitted in either or both directions at the option of the airline designated to operate such route or routes.

D. The airline designated by one Party will be permitted to operate other services across the territory of the other Party, without obligation of landing, by the most direct route between the points to be served so long as the safety of operation is not affected. In any case, the use of uneconomic and circuitous routings shall be avoided.

E. Flights of a designated airline which do not serve all the points granted in the routes contained in this Route Schedule may be operated by the most direct route between the points to be served so long as the safety of operation is not affected. In any case, the use of uneconomic and circuitous routings shall be avoided.

F. The airlines designated by one Party in accordance with the provisions of the Memorandum of Consultations will be permitted to land for non-traffic purposes in the territory of the other Party. Every airport in the territory of one of the Parties which is open to international operation shall be open under uniform conditions to the aircraft of the other Party for such non-traffic purposes.

G. For the purposes of this Route Schedule, the term "Middle America" is interpreted as including only those countries situated on the mainland between South America and the continental United States of America.

The American Embassy to the Brazilian Ministry of External Relations

No. 432

The Embassy of the United States of America presents its compliments to the Ministry of External Relations of the Federative Republic of Brazil and refers the Ministry of External Relations to the consultations between the Governments of the United States and the Federative Republic of Brazil held in Rio de Janeiro November 12-14, 1984 and to the interim agreement on air transport services effected by an exchange of notes at Brasilia July 11, 1984.

The Embassy proposes that this agreement be extended and remain in force through April 25, 1985.

If this proposal is acceptable to the Government of Brazil, the Embassy of the United States of America proposes that this Note and the Ministry's Note in reply shall constitute an agreement between our two governments to enter into force on the date of the Ministry's reply.

The Embassy of the United States of America takes this opportunity to renew to the Ministry of External Relations of the Federative Republic of Brazil the assurances of its highest consideration.

Embassy of the United States of America,
Brasilia, December 10, 1984

The Brazilian Ministry of External Relations to the American Embassy

DTC/DCS/DAI/ 112/680.4(B46)(B13)

O Ministério das Relações Exteriores cumprimenta a Embaixada dos Estados Unidos da América e tem a honra de acusar recebimento da nota nº 432, de 10 de December de 1984, cujo teor é o seguinte:

"A Embaixada dos Estados Unidos da América cumprimenta o Ministério das Relações Exteriores da República Federativa do Brasil e refere-se às consultas realizadas entre os Governos dos Estados Unidos e da República Federativa do Brasil, no Rio de Janeiro, de 12 a 14 de novembro de 1984, e ao Acordo interino sobre transporte aéreo, concluído por troca de notas, efetuada em Brasília, em 11 de julho de 1984.

A Embaixada propõe que aquele Acordo seja prorrogado e permaneça em vigor até 25 de abril de 1985.

Se esta proposta for aceitável para o Governo do Brasil, a Embaixada dos Estados Unidos da América propõe que a presente nota e a de resposta do Ministério constituam um Acordo entre os nossos dois Governos, a entrar em vigor na data de resposta do Ministério.

A Embaixada dos Estados Unidos da América aproveita a oportunidade para renovar ao Ministério das Relações Exteriores da República Federativa do Brasil os protestos da sua mais alta consideração".

2. Em resposta, o Ministério das Relações Exteriores informa a Embaixada dos Estados Unidos da América de que o Governo brasileiro concorda com os termos da nota acima transcrita, a qual, juntamente com a presente, passa a constituir um acordo entre nossos dois Governos, a entrar em vigor na data de hoje.

Brasília, em 10 de dezembro de 1984.

TRANSLATION

DTC/DCS/DAI/112/680.4 (B46) (B13)

The Ministry of External Relations presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of note No. 432, of December 10, 1984, which reads as follows:

[For text of the U.S. note, see p. 28.]

2. In reply, the Ministry of External Relations informs the Embassy of the United States of America that the Brazilian Government agrees with the terms of the note transcribed above, which, together with this note, shall constitute an agreement between our two Governments, to enter into force on this date.

Brasília, December 10, 1984

[Signature]

Embassy of the United States of America
Brasília, D.F., Brazil

CZECHOSLOVAK SOCIALIST REPUBLIC

Air Transport Services

Agreement extending the agreement of February 28, 1969, as amended and extended.
Effected by exchange of notes
Dated at Prague December 20 and 29, 1984;
Entered into force December 29, 1984;
Effective January 1, 1985.

The American Embassy to the Czechoslovak Federal Ministry of Foreign Affairs

No. 489

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Czechoslovak Socialist Republic and has the honor to refer to the Air Transport Agreement between the Government of the United States of America and the Government of the Czechoslovak Socialist Republic signed at Prague on February 28, 1969, as extended and amended most recently by an exchange of notes dated December 19 and 23, 1983.[1]

The Embassy wishes to inform the Ministry that the United States Government proposes that the above agreement, as amended, currently scheduled to expire on December 31, 1984, be extended through December 31, 1985.

If this proposal is acceptable to the Government of the Czechoslovak Socialist Republic, the Embassy of the United States of America proposes that this note and the reply of the Ministry constitute an agreement between the two governments. Such agreement shall enter into force on the date of the Ministry's reply and shall be effective from January 1, 1985 to December 31, 1985.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Czechoslovak Socialist Republic the assurances of its highest consideration.

Embassy of the United States of America

Prague, December 20, 1984

[1] TIAS 6644, 7356, 7881, 8868; 20 UST 408; 23 UST 909; 25 UST 1470; 29 UST 1071.

The Czechoslovak Federal Ministry of Foreign Affairs to the American Embassy

Č.j.: 153.562/84

Federální ministerstvo zahraničních věcí Československé socialistické republiky má čest potvrdit příjem nóty velvyslanectví Spojených států amerických v Praze ze dne 20. prosince 1984, jíž se navrhuje uzavřít dohodu o prodloužení Dohody mezi vládou Československé socialistické republiky a vládou Spojených států amerických o letecké dopravě, podepsané v Praze dne 28. února 1969, následujícího znění:

"Velvyslanectví Spojených států amerických projevuje svou úctu ministerstvu zahraničních věcí Československé socialistické republiky a má čest se odvolat na Dohodu mezi vládou Spojených států amerických a vládou Československé socialistické republiky o letecké dopravě podepsané v Praze dne 28. února 1969, ve znění jejích posledních změn a doplňků provedených výměnou nót ze dne 19. a 23. prosince 1983.

Velvyslanectví si přeje informovat ministerstvo, že vláda Spojených států navrhuje, aby výše uvedená Dohoda ve znění svých doplňků, jejíž platnost má nyní vypršet k 31. prosinci 1984, byla prodloužena do 31. prosince 1985.

Velvyslanectví
Spojených států amerických

P r a h a

Bude-li tento návrh přijatelný pro vládu Československé socialistické republiky, velvyslanectví Spojených států amerických navrhuje, aby tato nóta a odpověď ministerstva tvořily dohodu mezi oběma vládami. Taková dohoda by vstoupila v platnost datem odpovědi ministerstva a byla by účinná od 1. ledna 1985 do 31. prosince 1985.

Velvyslanectví Spojených států amerických využívá této příležitosti, aby znovu ujistilo ministerstvo zahraničních věcí Československé socialistické republiky svou nejhlubší úctou."

Federální ministerstvo zahraničních věcí Československé socialistické republiky má čest oznámit, že vláda Československé socialistické republiky souhlasí s návrhem předloženým vládou Spojených států amerických. Proto nóta velvyslanectví Spojených států amerických v Praze ze dne 20. prosince 1984 a tato nóta tvoří dohodu mezi vládou Československé socialistické republiky a vládou Spojených států amerických o prodloužení Dohody o letecké dopravě, podepsané v Praze dne 28. února 1969, za stejných podmínek, stanovených změnami a doplňky sjednanými výměnou nót dne 19. a 23. prosince 1983. Tato dohoda vstoupí v platnost dnešním dnem a nabude účinnosti dnem 1. ledna 1985 do 31. prosince 1985.

Současně federální ministerstvo zahraničních věcí navrhuje, aby v období od dubna do září 1985 bylo zahájeno mezi oběma stranami jednání expertů o renegociaci podmínek této dohody s cílem sjednání nové dohody. Federální ministerstvo zahraničních

věcí předpokládá, že datum a místo jednání budou dohodnuty diplomatickou cestou.

Federální ministerstvo zahraničních věcí využívá této příležitosti, aby znovu ujistilo velvyslanectví Spojených států amerických svou nejhlubší úctou.

V Praze dne prosince 1984

TRANSLATION

File No.:153.562/84

The Federal Ministry of Foreign Affairs of the Czechoslovak Socialist Republic has the honor to acknowledge receipt of the note of the Embassy of the United States of America in Prague, dated December 20, 1984, proposing the conclusion of an agreement on the extension of the Air Transport Agreement between the Government of the Czechoslovak Socialist Republic and the Government of the United States of America, signed at Prague on February 28, 1969, and reading as follows:

[For text of the U.S. note, see p. 2.]

The Federal Ministry of Foreign Affairs of the Czechoslovak Socialist Republic has the honor to advise that the Government of the Czechoslovak Socialist Republic agrees to the proposal made by the Government of the United States of America. Accordingly, the note of the Embassy of the United States of America in Prague dated December 20, 1984, and this note constitute an agreement between the Government of the Czechoslovak Socialist Republic and the Government of the United States of America extending the Air Transport Agreement signed at Prague

The Embassy of the
United States of America
Prague

on February 28, 1969, under the same conditions as extended and amended by an exchange of notes dated December 19 and 23, 1983. This agreement will enter into force today and will be in effect from January 1, 1985, to December 31, 1985.

At the same time the Federal Ministry of Foreign Affairs proposes opening of negotiations of experts of the two sides in the period from April till September 1985 in order to renegotiate the conditions of this Agreement for the purpose of reaching a new agreement. The Federal Ministry of Foreign Affairs assumes that the date and place will be agreed on through diplomatic channels.

The Federal Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Prague, December 29, 1984

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